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VOL. XLV., No. 7.
The Solicitors' Journal and Reporter.
LONDON, DECEMBER 15, 1900.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

Contents.

CURRENT TOPICS 109
THE OLD ORDER CHANGES 112
THE PRACTICAL WORKING OF THE COMPANIES ACT, 1900 113
REVIEWS 115
CORRESPONDENCE 115
NEW ORDERS, &C. 121
LAW SOCIETIES 123
PAPER OR PARCHMENT FOR PROBATE 123
LEGAL NEWS 124
COURT PAPERS 124
WINDING UP NOTICES 125
BANKRUPTCY NOTICES 125

Cases Reported this Week.

In the Solicitors' Journal.
Bagot Pneumatic Tyre Co. (Lim.) v. The Clipper Pneumatic Tyre Co. (Lim.) 117
Daly v. Edwardes. Barrington v. Edwardes 116
Discovery Agency (Lim.) v. Drake 120
Dougherty v. Oates 119
Dowsett, Re Dowsett v. Meakin 119
Ewart v. Fryer 115
Hoddinott (Pauper) v. Newton, Chambers, & Co (Lim.) 115
Kerly and Others (Solicitors), Re 120
Lily, Duchess of Marlborough v. The Duke of Marlborough 116
Macan v. Macan 120
Rake v. Hooper 117
Thursby v. Eccles 120
Turner v. Smith 118
Walker, Re. Summers v Barrow 119
Worsley, Re. Ex parte Lambert 116
In the Weekly Reporter.
An Arbitration between Stringer and Riley Brothers, In re 111
Bailey v. Plant 103
Bank of Syria, In re. Owen and Ashworth's Claim Wentworth's Claim 100
Ferguson v. Green 105
Iredale and Another v. China Traders' Insurance Co. 107
Jacobs v. Revell 109
Taff Vale Railway Co. v. Amalgamated Society of Railway Servants and Others 101
Whitaker In re. Whitaker v Palmer 106
Yates v. Terry 112

CURRENT TOPICS.

WE ARE GLAD to hear that the Attorney-General is much better, and expects to return to his chambers very shortly.

IT WILL be seen from the Christmas Vacation notice, which we print elsewhere, that Mr. Justice FARWELL and Mr. Justice BUCKLEY will divide this short vacation between them, and that Mr. Justice COZENS-HARDY's chambers are to be the vacation chambers.

TO THE BEST of our information and belief, no application for registration with an absolute title has been advertised in the *Times* during the last fortnight. This makes the magnificent total of five applications with regard to land in the county of London within the last seven weeks since we commenced our observation of the advertisements in the *Times*, but not a single application for registration with an absolute title of land outside the compulsory district.

ON TUESDAY last Mr. Justice BUCKLEY, referring to the arrangements which are to come into operation at the Hilary Sittings, said that a certain number of actions which would otherwise have been tried by him would stand over from the present sittings, and if there was good reason why any of these cases should be heard by him rather than by Mr. Justice BYRNE he would entertain any application made during this week for their retention by him, and he would have a list of such cases prepared. The hearing of any cases so retained might perhaps not be taken as early as if the case went into the list for hearing before Mr. Justice BYRNE, as the hearing might have to be postponed till after the non-witness work had been disposed of. A somewhat similar announcement was made by Mr. Justice COZENS-HARDY.

We congratulate the Council of the Incorporated Law Society on their admirable and vigorous remonstrance on the subject of the substitution of paper for parchment for probates, which we print elsewhere. They are certainly getting into the right attitude towards the authorities, and we really shall expect to hear by-and-bye of their approaching an august Chancellor of the Exchequer or Lord Chancellor without any bending of the back or tremulous motion in the knees. The case against paper could hardly be better put than it is by the Council, and they even go so far as to say that "the President [of the Probate, &c., Division] stated that the paper intended to be used would be found as durable as parchment, and, for all practical purposes, equally tough. *An examination of the material by the Council does not satisfy them that this is so.*" We should like (if it is not contempt of court to do so) to ask the learned President who made the assertion above quoted to carry a folded sheet of this miraculous paper in his pocket for two or three weeks, and then report as to its condition.

Probably the matter which will most practically affect solicitors in the changes to be made in the transaction of business in the Chancery Division is the mode of dealing with the business already assigned to the three masters who are to be transferred. Every solicitor concerned in such business will be anxious to know who is the Master in charge of his case, and to be assured that it will remain in the hands of the Master who has become familiar with it. According to the terms of the announcement which we published last week, this question was to be solved simply and satisfactorily. "The Masters," said the announcement, "will take with them the business to which they have hitherto attended under Farwell, J." This was naturally understood as meaning that they would take with them and *retain* such business. There was, however, a gruesome rumour current in the early part of this week that this was not the intention. The business, so it was said, was to be taken "with" the Master only in order that (as to the larger part of it) it might be taken "from" him. In order to obtain an apparent, but not a real, equal distribution of the work in each of the chambers in which a Master was transplanted, it was reported that the work, not only of the transplanted Master but also of the other Masters, was at once to be split up into the four divisions of the alphabet and distributed among all the Masters of the particular chambers. The result would have been that no solicitor would know to which Master his work belonged, and Masters would be set to work out cases of which they had no previous knowledge. Such a scheme should not have been attributed to the shrewd and sagacious judges of the Chancery Division. As a matter of fact, we understand that the common sense mode of dealing with the matter—viz., that every Master will retain his old cases prior to the 10th of January next—is to be adopted by direction of the judges. For ourselves, we could have entertained no doubt as to this course being the only one which could have recommended itself to them.

Bigamy is one of those crimes which, more than almost any other, is capable of being regarded, according to the circumstances, either as an exceedingly trivial offence or as a crime of the utmost gravity. On the one hand, we have a case, such as was reported not long ago, where a woman had been grossly ill-treated by her husband and then deserted. In a new place, several years after her desertion, she went through the ceremony of marriage with a respectable man who knew all the facts; this step being taken merely to maintain a good name amongst the neighbours. On the other hand, we have a case like *Reg.* v. *Kinsella*, tried this week at the Central Criminal Court, in which it was proved that the prisoner had gone about the country marrying young women who had saved a few pounds. Having got hold of the money and irretrievably injured one of his victims, he disappeared, and, sometimes within a week, treated another in the same way. Probably the most ardent advocate of short sentences will agree that this scoundrel deserves every day of the five years' penal servitude to which he was condemned. If he had had the *maximum* of seven years the judge would not have been far wrong, for it is difficult to imagine a worse case. Of course all the facts must be taken into consideration in these cases, but we must protest against a recent *dictum* of Darling, J., that it aggravates the offence if the form of marriage is gone through in a church, and that the fact that it took place in a registry office may be urged in mitigation. There is no possible legal justification for drawing this distinction, nor for taking such a matter into consideration in fixing the penalty. No doubt many persons hold this opinion, and it is well known that several of the judges hold it. It was, however, most unwise for a judge to publicly admit that he allowed his private views on marriage to affect his sentences.

In the case of *Re Kerly and Others* (*Solicitors*) (reported elsewhere) Farwell, J., was called upon to decide the question as to what period of time was sufficient to put an end to a solicitor's written undertaking to enter an appearance for his client in an action in due course. This involved an examination of the Rules of the Supreme Court bearing on the question, without any direct assistance from the notes thereon in volume 1 of the Annual Practice. The question arose upon a motion, which was purely formal, seeking (under the provisions of ord. 12, r. 18) the attachment of a firm of solicitors as to the propriety of whose conduct there was not the slightest imputation. This firm had indorsed a writ, issued in February, 1899, with their undertaking to appear. After the failure of negotiations, and a delay of over twelve months, the solicitors were called upon to perform their undertaking, which they declined to do, on the ground that the expiration of the action by lapse of time had relieved them from the obligation. Their clients, adopting the same view, had directed them not to enter the appearance which they had previously authorized, but, after the service of the notice of this motion, had instructed them to do what the court thought fit to direct. Farwell, J., who said that he had to decide the effect of the rules and the contract between the client and the solicitors, held that the solicitors ought to perform their undertaking. There is nothing in ord. 8, r. 1, which says that a writ ceases to be efficacious for all purposes; on the contrary, the court has power, with a wide discretion, to order the renewal of the writ. Cockburn, C.J., in refusing so to renew a writ where the claim of the action had become statute-barred, said (in *Doyle* v. *Kaufman* (26 W. R. 98, 3 Q. B. D. 7, 340)) that "the power to enlarge the time given by ord. 64, r. 7, cannot apply to the renewal of the writ when by virtue of a statute the cause of action is gone." Farwell, J., appears to have wisely avoided this stern measure of justice, which, on the facts of the present case, might have once again been called for. Observing that by the provisions of ord. 9, r. 1, a client is relieved from personal service, he expressed a decided opinion, to which we venture to think no one will demur, that the client had made a contract by which he was bound to stand, and could not withdraw his authority so as to render his agent liable to imprisonment. It is to be noticed that the undertaking in question was written and in specific terms; an acceptance of service, merely implying an undertaking to appear, is not an undertaking enforceable by attachment under ord. 12, r. 18: *The Anna and Bertha* (64 L. T. 332).

It is not often that the courts quash or vary an order made by a Government department; this has, however, been done in the case of *Reg.* v. *Local Government Board*, decided by the Court of Appeal last week. The case turned upon the construction of section 32 of the Poor Law Act, 1834, and arose out of an adjustment of property purporting to be made thereunder on the removal of a parish from a poor law union. Where this is done the Local Government Board is required by the section to ascertain the proportionate value to the severed parish and the other parishes in the union of the workhouse, "and other property held or enjoyed by such union for the use of the poor and the benefit of the ratepayers therein," and to "fix" the amount to be paid or received by the parish. In the present case the board had taken the parish of Willesden out of the Hendon Union. That union received, and will continue to receive, from the Middlesex County Council (under sections 24 and 26 of the Local Government Act, 1888) certain annual sums

for certain poor law purposes, and the board, by their order, treated these sums as "property" to be dealt with under the Act of 1834; and they directed that these sums should be apportioned annually, as and when received, between the parish of Willesden and the parishes remaining in the Hendon Union, according to their respective rateable values, according to the valuation lists in force for the time being, and that the union should then pay to the parish the amount so apportioned to it. BIGHAM and CHANNELL, JJ., on the question coming before them on a rule *nisi* for a *certiorari* to quash the order, held that these annual sums were property, and that the order did in effect ascertain their value and fix the amount receivable by the parish (16 Times L. R. 338). In commenting on this decision (44 SOLICITORS' JOURNAL 389) we remarked that by the latter part of their decision the court gave effect to an arrangement which, although sensible and just, was hardly within the strict letter of the statute. The Court of Appeal have adopted the strict view, holding that the capital value of these annual sums ought to have been ascertained and divided between the union and the parish, according to their existing rateable values, and that in so far as the order provided for the ascertainment of the proportionate values by reference to the rateable values in future years, it was *ultra vires*. They therefore varied the order to this extent, while agreeing with the court below that the annual sums were "property" within the meaning of the Act of 1834.

ANOTHER workmen's compensation case has come before the House of Lords. In *Hoddinott* v. *Newton, Chambers, & Co.* (reported elsewhere) the House has, by a majority of four to two, reversed the decision of the Court of Appeal and restored that of the county court judge, and several other decisions of the Court of Appeal are materially affected. The question was whether the Act applied to an accident occurring under the following circumstances. A building, over thirty feet in height, had been erected as stables for omnibus horses by contractors other than the respondents. Shortly after its erection the owners desired to strengthen it, and for this purpose employed the respondents to put in some heavy iron stays inside the building. The workman was engaged in lifting one of these stays, and was standing on a plank supported by trestles eight feet high when he fell and was crushed to death by the stay. On these facts the Court of Appeal held (1899, 1 Q. B. 1018) that the building was not being "constructed or repaired by means of a scaffolding" within the meaning of section 7 of the Workmen's Compensation Act, 1897, and that the Act did not apply to the accident. On the question of whether the combination of planks and trestles was a scaffolding, COLLINS, L.J., appears to have thought that it was not; A. L. SMITH, L.J., thought that this was a matter of fact for the county court judge, while ROMER, L.J., expressed no opinion; but all were agreed that the building was not being constructed or repaired. On the former question COLLINS, L.J., took (both in this case and in *Maude* v. *Brook* (1900, 1 Q. B. 575)) the view that to bring a case within the Act a scaffolding must have some relation to the height of the building. The present Master of the Rolls has in several cases declined to interfere with the finding of the county court judge on this point: see, in addition to the present case, *Wood* v. *Walsh* (1899, 1 Q. B. 1009), *Ferguson* v. *Green* (*ante*, p. 58). The House of Lords were unanimous in holding that the structure in the present case was a scaffolding, and they laid it down that the question whether a temporary arrangement of this kind is or is not a scaffolding is a mixed question of fact and law, and that "when the facts are ascertained, it is a question on which the Court of Appeal are entitled and bound to express an opinion." After this decision the Court of Appeal can hardly decline to go into this question in future cases. On the question of construction or repair the view of Lord MACNAGHTEN and of the majority of the House (Lords MORRIS, DAVEY, and BRAMPTON, Lords SHAND and LINDLEY dissenting) was that a building is in course of construction when it is being reconstructed so as to make it the firm and substantial structure which it was intended to be. This is the fourth appeal under the Act to the House of Lords, and the third case in which the decision of the Court of Appeal has been reversed.

SECTION 8 of the Licensing Act, 1872, enacts that "every person shall sell all intoxicating liquor which is sold by retail and not in cask or bottle, and is not sold in a quantity less than half-a-pint, in measures marked according to the imperial standards." And anyone who acts in contravention of this is liable to a penalty. This was probably intended to protect the buyer of the liquor from being cheated by short measure, but it has lately been used to prevent the publican from selling his customer more than he has asked for. Certain publicans at Dudley were summoned under the section, and it was proved against them that when a customer asked for half-a-pint of beer he was served with beer in a pint measure, and apparently received considerably more than half-a-pint. This certainly was not cheating the buyer, but it was an inducement to drink, and an inducement to the drinker to frequent the houses of those publicans who followed this custom, rather than of those who merely gave them half-a-pint when they asked for that amount. Such inducements are very properly considered mischievous by the majority of magistrates, and will be stopped if possible. Usually, however, such matters can only be dealt with in licensing sessions, as they involve no offence. If, as in the recent case, the matter can possibly be regarded as an offence, proceedings are very likely to follow. The question is whether the Dudley justices were right in convicting under the circumstances stated. Apparently, the question has never been considered by the High Court, and it cannot be said to be quite free from doubt. The justices, however, were probably right. It will be observed that the Act does not say expressly that the liquor must be in a measure marked with the particular quantity asked for. It only provides that it must be sold in measures marked according to the imperial standards. This would apparently be literally complied with if half-a-pint were served in a gallon jar, provided that jar were properly marked. This, however, seems absurd, and would make the statute futile. According to the High Court in *Addy* v. *Blake* (35 W. R. 718, 19 Q. B. D. 478) the intention is that the liquor shall be measured in the presence of the customer, so that he can tell what quantity is being served to him. This object cannot be obtained by serving him with half-a-pint in any larger measure. Hence it must be presumed that the publican is obliged to sell liquor, if half-a-pint or more is asked for, in a measure marked with the quantity which is asked for. And he equally commits an offence whether in fact he cheats his customer or gives him more than he asks for, whenever he sells in any other measure. There is, of course, nothing to prevent the publican from giving a customer a present of beer, but he must measure what is bought and then give his present if he means to be generous. Such generosity, however, will no doubt bring trouble on his head when he next applies for a renewal of his licence. Children are often sent for their parents' dinner beer and often have the opportunity of favouring one house rather than another. Hence a publican often gives sweets or oranges to the children to induce them to give him their custom. If discovered, the police generally bring such a matter to the attention of the licensing justices, and their discretionary powers are quite sufficient to enable them to suppress such practices.

THE COLONIAL STOCK ACT, 1900, contains provisions both novel and important as to the mode of publishing Treasury regulations under the Act in connection with the newly-sanctioned investment of trust funds in Colonial Stock. The second section of the Act restricts the operation of the statutory sanction to Colonial Stock "with respect to which there have been observed such conditions (if any) as the Treasury may by order notified in the *London Gazette* prescribe," and also directs that the Treasury shall keep a list of any Colonial Stocks in respect of which the provisions of the Act are for the time being complied with, and shall publish the list in the *London* and *Edinburgh Gazettes* and in such other manner as may give the public full information on the subject. Two separate insertions in the *Gazette* (1) of the conditions and (2) of the list may be given in compliance with the statutory direction, but it does not appear to be either necessary or desirable that they should be given in two separate *Gazettes*. It is impossible to take up that official publication without deploring its lack of

facility of reference. Unstitched, unindexed, and uncut, and citing statutes by their regnal years and chapters instead of by their short titles, the *Gazette* (by which the Government is believed to make a profit of some £30,000 a year) is far from a satisfactory periodical for reference, and to print two entries where one would suffice would unnecessarily increase the labour of trustees' advisers, so it may be hoped that the same *Gazette* will contain both the conditions and the list. As for the direction to publish the list "in such other manner as may give the public full information"—which direction does not apply to the conditions—this may perhaps be best complied with by forwarding the lists to the principal London newspapers, or by advertisements therein. The Inland Revenue Commissioners, who are bound to make, and have made, certain regulations under the Money-Lenders Act by section 2 of that Act, but are not bound to publish them in the *Gazette* or in any specific manner (if at all), have taken the precaution of sending them round to the post offices to be stuck up there. Whether people interested would read either these regulations or Treasury orders under the Colonial Stock Act at the post offices may be a matter of doubt, but the experiment was well worth trying. The Rules Publication Act, 1893, it may be observed, directs that all "statutory rules" are to be sent to the Queen's Printer of Acts of Parliament and printed and sold by him; that "where any statutory rules are required by any Act to be published in the *London Gazette*, a notice in the *Gazette* of the rules having been made, and of the place where copies of them can be purchased shall be sufficient compliance with the said enactment"; and that the expression "statutory rules" means either rules relating to any court or made by the Treasury or other Government department. The Colonial Stock Act appears to require a wider mode of publication than this, but to require it in terms too vague to be of much use.

In the case of *Re McCullum* (*ante*, page 98), before the Court of Appeal last week, it was sought to set up a case of concealed fraud within section 26 of the Real Property Limitation Act, 1833, under very singular circumstances. The late General McCullum, who was, in 1884, residing with his wife and daughter in a house at Cheltenham, belonging to him, in September of that year, by a voluntary deed, conveyed the house to his wife in fee. Later in the same month, the wife, also by a voluntary deed, conveyed the house to the daughter. She concealed the fact of this second conveyance from her daughter, and in 1886 she sent the two conveyances in a sealed envelope to a London solicitor (not the solicitor who had prepared the deeds), with instructions that, unless she required it, it was to be retained, unopened, till her death and then till General McCullum's death, after which it was to be given to the daughter, provided a certain event had not happened. This event did not happen. The wife died in 1888, and after her death the general continued in occupation or in receipt of the rent of the house till his death in August, 1899. Apparently he knew nothing of the conveyance to the daughter, and he seems to have forgotten his own conveyance to his wife. By his will he devised all the residue of his property to a niece. The house was not specifically mentioned in the will, but the niece, finding the earlier title deeds, assumed that it belonged to the General, and claimed it under the residuary devise. The daughter, when she discovered the conveyance to herself, also claimed it, and commenced an action in October, 1899. The statutory twelve years since her title accrued had then expired, but she alleged that she had been deprived of the house by a concealed fraud, and that, under section 26 of the Act of 1833, the statute did not commence to run until the time when the fraud might with reasonable diligence have been discovered. At the earliest this would be upon the death of the mother in 1888. Whether the conduct of the mother can be properly described as a concealed fraud is by no means clear. Fraud implies moral blame, and as Vaughan Williams, L.J., pointed out, the mother may well have supposed that the conveyance to her daughter was of no effect until communicated to her, or until it was delivered to someone to hold for her. But, assuming there was concealed fraud, there still remained the point that it was not the fraud of General McCullum, upon whose possession of the property for over twelve years his residuary devisee founded her claim. Does section 26 require that a fraud which will prevent the operation of the statute shall be the fraud of the person in possession, or is the fraud of a third party equally effectual? The section speaks only of a case of "concealed fraud," by which the person entitled has been deprived of the land, and it does not seem to give any hint that the fraud must be the fraud of the person wrongfully in possession. As a rule, of course, the question only arises when the person entering has got possession by fraud, and it is natural that judges, in describing the effect of the section, should thus have restricted it. Concealed fraud, said Kindersley, V.C., in *Petre* v. *Petre* (1 Drew. p. 397), "means a case of designed fraud, by which a party knowing to whom the right belongs, conceals the circumstances giving that right, and *by means of such concealment enables himself to enter and hold.*" But this explanation was not made in view of a state of facts such as that in the present case, and it can hardly be taken as conclusive that the fraud of a third party is not within the scope of the section. The majority of the Court of Appeal (Lord Alverstone, L.C.J., and Vaughan Williams, L.J., Rigby, L.J., *diss.*), however, reversing Kekewich, J., have held that the passage places a correct limit upon the operation of section 26, and the title of the daughter accordingly was barred.

The case of *Re Worsley, Ex parte Lambert* (reported elsewhere) is another important decision as to the *status* of a married woman under the Married Women's Property Act, 1882, and in particular as to her liability under the bankruptcy laws. The point was, shortly, whether a married woman who had ceased to carry on business could be made a bankrupt in respect of business debts undischarged at the date of the presentation of the petition—or, in other words, whether she could prevent bankruptcy proceedings by simply putting up the shutters. The Act (section 1, sub-section 5) says that a married woman carrying on a trade apart from her husband shall be subject to the bankruptcy laws, and the point here raised was admittedly covered by the decision in *Re Dagnall* (1896, 2 Q. B. 407); but it was contended, on behalf of the debtor, that *Re Dagnall* was wrong, and ought to be overruled, and that the sub-section only applied where the woman was actually conducting the business at the time of the presentation of the petition. This view was rejected by the Court of Appeal, who thought that the Legislature would have framed the enactment in that form if that had been the intention. The case of *Re Dagnall* was therefore followed, and the point may now be considered as settled. This, if we may so, is a common sense view to take, for it is obvious that to put any other construction on the Act would be to open the door to fraud, and enable a married woman, by simply closing her shop, to defeat her creditors.

THE OLD ORDER CHANGES.

The new century is to introduce yet another change in the form of business in the Chancery Division. Will it be only a change of form? or is there any substance behind the form? It is needless to say that we refer to the new plan for coupling the judges in pairs with a view to continuous and concurrent progress in witness actions and other work.

Hitherto, notwithstanding the fusion of courts, there has lingered about the Chancery judge a halo of superstition; he still trails certain clouds of glory from his former existence when he represented in a special manner the august authority of the Chancellor as the great equity judge. In that golden age he claimed to regulate of his own free will the business of his court, the practice of his chambers, the nomination of his subordinate Chief Clerks, and even the patronizing selection of the leading counsel to practise before him. He was an *imperium in imperio*, a law unto himself. Much of that has been already changed, in theory, at any rate. He no longer nominates his Chief Clerks, who have also lost their distinctive title. First one journeyman judge, and then

two, have been appointed to interfere with the management or supposed mismanagement of the business of his court, and the Company Judge also takes his toll of it. Rules of court have defined the limits of deviation of his idiosyncrasies in the practice of his chambers. Specialists and common law Queen's Counsel poach on the preserves of his tame pets within the Bar.

But within the limits allowed by law there is still a certain latitude for him to fling up his heels, and occasionally he will even jump the fences. The nominal head of the division, the Chancellor, is far away, and cannot exercise the supervision which a strong Chief Justice can in the Queen's Bench Division. And if the major part of the Chancery judges should prefer golf on a Monday afternoon to a longer list of chamber summonses, the fact will not disturb the peaceful atmosphere of the House of Lords. Is there not also ample precedent in the ways of the Court of Appeal? Again, though the Chief Clerks are now called Masters, there is not, and never can be, a really satisfactory appeal from the master to the judge so long as the personal relations between the masters and one judge are so close, and it remains the duty of the master to coach the judge in his own view of the case behind the backs of the litigants, and to receive extra-legal instructions from the judge as to his manner of dealing with special classes of cases, with little or no reference to the facts of any individual case. And with regard to the Inner Bar, competition may be minimized by exceptional deference to the leaders habitually practising in the court, which encourages solicitors to keep up the old tradition, and maintains a Bar which is one of the most singular specimens of the variation of species under domestication which a naturalist could wish to find. A Bar, that is, which is highly specialized, not in the general conduct of litigation, but in the mental idiosyncrasies of a particular judge; a Bar whose leader, with reference to the judge, may be invariably connoted by the formula, AZIT TIGLETH MIPHANSI, Q.C.

Now it seems to be tolerably clear that if the proposed reform be carried out in spirit and in truth it ought to make a considerable improvement in most of these survivals of the old *régime*. In the first place, there will be three judges instead of two, whose duty it will be to sit from Monday morning till Saturday afternoon trying witness actions. The other three will then have to do the remaining work of four in non-witness actions, adjourned summonses, petitions, interlocutory work, and chamber summonses; and Monday afternoon amusements may often have to be sacrificed if the work is done. Again, the alternation of business, by which the work of the two judges is to be interchanged three times a year, will generally bring the interlocutory work in an action before a different judge from the one who will preside with a more open mind at the trial.

Then it must be admitted that it may be a great improvement in the business of chambers that the masters should have to deal with two judges alternately instead of with one constantly. It ought to conduce to uniformity, because one autocrat is more likely to differ from any other autocrat than one combination of two from any other combination of two. And it should certainly diminish the strength of the personal tie and make appeals from master to judge somewhat more satisfactory. Quite satisfactory they never can be under still existing circumstances; but the judges themselves might do much, if they would, in that direction by hearing appeals in the absence of the master and without communication with him. The administrative work will not be affected one way or the other so long as actions remain assigned alphabetically to one master.

The effect upon the Bar is more doubtful, because it appears from the statement of Mr. Justice KEKEWICH in announcing the change that a great effort is to be made by both judges and the Inner Bar to maintain the prerogatives of Mr. AZIT TIGLETH MIPHANSI, Q.C. The natural and logical result of the reform would appear to be that the Queen's Counsel practising before either of the linked judges should practise indifferently in either court of the twin tribunal. And probably it was one of the objects of the Chancellor to improve the species by a little less domestication. Another course might have been a natural differentiation of the joint Bar into a witness Bar and a non-witness Bar, which would in a different way have produced a similar effect, having regard to the alternation of judges. But as tame rabbits, with the approval of their owners, prefer their hutch and regular meals to the hedges and woods, so the Chancery leaders, with the support of the judges, appear to prefer their present habits.

We have no *a priori* opinion one way or the other, provided that this strong inherent bias be not allowed to cripple the fair and thorough trial of the new experiment. There is some fear lest the instinct of self-preservation may be organized in a spirit of covert hostility to the system, which would be a misfortune even for the Bar. For if it be found incompatible with the interests of clients to work the new methods subject to this rule of the Bar, the result may be that natural competition will break down the whole system of a separate Inner Bar for the Chancery Division. It is said that the present method facilitates business. That may be so, but the system is in some important respects to be changed, and the parts must be adapted to the whole. Moreover, it must not be forgotten that the primary object of the courts is not to facilitate business, but to administer justice.

THE PRACTICAL WORKING OF THE COMPANIES ACT, 1900.

VII.

II.—NEW COMPANIES GOING TO THE PUBLIC (*continued*).

(8) *The Prospectus.*—Of the various changes made by the Companies Act, 1900, probably most interest has been aroused by the new regulations contained in sections 9, 10, and 11, with respect to the issue and contents of prospectuses. The object of the regulations is to fix directors named in the prospectus with liability for statements made therein, and to ensure that the prospectus shall not only set out the facts which will allure money from the pockets of the public, but shall also include the various matters—promoters' profits, preliminary expenses, and so forth—which will put the public on their guard.

(i.) *Issue and Filing.*—By the definition clause (section 30) prospectus means "any prospectus, notice, circular, advertisement, or other invitation, offering to the public for subscription or purchase any shares or debentures of a company," and the word "debenture" is defined to include debenture stock. Subject, therefore, to the qualifications referred to below in respect of the contents of prospectuses in certain special cases, the requirements as to prospectuses extend generally to all public invitations to subscribe for shares or debenture stock. Taking the term "prospectus" in this sense, it has to be noticed that in future every prospectus must be dated, and a copy must be signed by every person named therein as a director or proposed director of the company, either personally, or by his agent authorized in writing. This copy will be filed with the registrar, and no prospectus can be issued until it has been so dated, signed, and filed for registration. The file of prospectuses, as well as the date and the signatures, should be of great service in fixing upon directors responsibility for the statements which they contain.

(ii.) *Contents of the Prospectus.*—To a large extent we have specified the matters to be mentioned in the prospectus in dealing with the proceedings incident to the flotation of the company. They are enumerated in the thirteen paragraphs of section 10 (1), but the paragraphs are not neatly arranged—to some extent different paragraphs overlap each other—and in drafting a prospectus it will not be advisable to follow the order of the section. All the information specified must be given, but the manner in which it is given will depend upon the mode in which the draftsman wishes to tell the public the circumstances attending the formation of the company.

The contents of the *memorandum of association* must be stated, and this can be done, as hitherto, by printing the memorandum in the fold of the prospectus. But it will be necessary to add the names, descriptions, and addresses of the *signatories*, and the number of shares taken by each, and it is very probable that this requirement will have important results. Companies which wish to look well will take the opportunity of shewing that the seven persons who form the original membership, are of good position and are substantially interested. At the head of the prospectus will be, as now, the list of *directors*, and the *auditors* and other persons employed by the company whose names are

likely to carry weight. The names, descriptions, and addresses of the directors or proposed directors must be given, and the names and addresses of the auditors (if any).

Early in the prospectus will be stated the *minimum subscription* on which the directors will proceed to allotment, and, in accordance with the existing practice, the *amounts payable on application and allotment*. Then will come statements which, if the Act proves effective, should do much for the protection of the investing public. Where, as is almost invariably the case, property is to be purchased by the company, then it must be ascertained *what contracts there are, whether absolute or conditional, under which the purchase-money is not fully paid at the date of the prospectus*. Section 10 (1) (*f*) and (2) add other requirements—contracts under which payment of purchase-money must await the result of the issue, or contracts which depend on such results for their validity or fulfilment—but practically they are identical with the first. Wherever property is to be acquired by the company you must go back through the various sales and sub-sales, and as long as they are still uncompleted by payment you must shew in the prospectus *the name and address of every vendor* and *the amount payable to him in cash, shares, or debentures*. This is the effect of section 10 (1) (*f*). The succeeding paragraph repeats the requirement that the amount of purchase-money must be stated, but it adds the further requirement that the amount payable for *goodwill* must be specified separately. Intimately connected with the same subject is the requirement of paragraph (*e*) that the prospectus must shew *the number and amount of shares and debentures issued or agreed to be issued as fully or partly paid up*, and also *the consideration for which they are issued*. Usually this information will be supplied in the statement of the mode of satisfaction of purchase-money.

Next to the details of the purchase, the prospectus will give the various particulars required as to the expenses of promotion. These are called for under three heads—*underwriting commissions*, the amount, or estimated amount, of *preliminary expenses*, and the *payments to promoters* with the consideration for such payments. These figures should act as a useful check on the sums spent upon flotation, and if the Act is effective to enforce a reliable statement, investors should know whether their money will, in the main, go to the actual purposes of the company, or whether it will be squandered on expenses incurred in the course of the promotion.

The prospectus must also contain information about *founders' shares*; that is, it must give the number of founders' or management shares (if any), and the nature and extent of the interest of the holders in the property and profits of the company. And it must state numerous details as to the directors. Thus it must give the number of their *qualification shares* (if any), and any provision in the articles of association as to their *remuneration*. And it must give full particulars of the nature and extent of *the interest (if any) of every director in the promotion of the company or in the property proposed to be acquired;* with a statement of all sums coming to him from any quarter in cash or shares, either to qualify him as a director, or to reward him for services in the promotion.

Assuming all the above details to be honestly given, a reader of the prospectus will have a fair idea of how much of the money subscribed will fall to the lot of the persons interested in the formation of the company and how much will be left for the outside shareholders. There only remains to notice the requirement of section 10 (1) (*k*), that the prospectus must state the dates of and parties to every *material contract*, and a reasonable time and place at which the contract or a copy of it can be inspected, with an exception in favour of contracts made in the ordinary course of business, or made more than three years before the publication of the prospectus. This provision replaces section 38 of the Act of 1867, and differs from it by the introduction of the word "material." The alteration, however, only introduces a qualification which it was found necessary to impose on section 38 in order to make the clause workable. "Every contract," it was said by THESIGER, L.J., in *Sullivan* v. *Metcalfe* (5 C. P. D., p. 461), "which is material to be made known to persons invited to take shares in order to enable them to form a judgment as to the policy of so doing, is a contract within the meaning of section 38 of the Companies Act, 1867." All contracts of this nature will now have to be disclosed under section 10 of the Act of 1900, and it is important to notice that by section 11 no contract referred to in the prospectus can be varied before the statutory meeting, except subject to the approval of that meeting.

(iii.) *Exemptions in Special Cases.*—We have already noticed the definition given to the term "prospectus," and in general any notice inviting subscriptions for shares or debentures must contain the particulars just enumerated. Sub-sections 4 and 6, however, allow of exemptions in certain special cases. Section 10 does not apply at all to circulars or notices inviting further subscriptions from existing shareholders or debentures; and in the case of prospectuses published more than a year after the date when the company is entitled to commence business the requirements as to the memorandum of association, as to the qualification, remuneration, and interest of directors, the names, &c., of directors, and the amount of preliminary expenses, need not be complied with. In such cases, moreover, the obligation to disclose all material contracts is limited to a period of two years preceding the prospectus. And where a prospectus is published as a newspaper advertisement the memorandum of association and the list of signatories need not be published.

(iv.) *Prohibition of Waiver Clause.*—The extreme generality of section 38 of the Act of 1867, and the serious liability which it imposed on promoters and directors made it essential to try to cure any omission to comply with it by the introduction of a waiver clause. "The difficulties of complying with the section," said LINDLEY, M.R., in *Greenwood* v. *Leathershod Wheel Co.* (44 SOLICITORS' JOURNAL 156; 1900, 1 Ch. 421), "have given rise to honest attempts to protect honest men by waiver clauses from the consequences of honest, unintentional breaches of the law." And when used for such purposes they were apparently effectual, though, as decided in the case just referred to, not where they were used to cover the concealment of a contract which it was known ought to be disclosed. With regard to the requirements of section 10, however, no waiver will be effectual, sub-section 7 enacting that any condition binding an applicant to waive compliance with the section, or purporting to affect him with notice of any contract, document, or matter not specifically referred to in the prospectus shall be void.

(v.) *Effect of Non-compliance.*—It is noteworthy that section 10 does not expressly give any remedy against directors or promoters for omission to comply with its requirements, though it does grant exemption in certain cases from the consequences of non-compliance. Moreover, it is expressly enacted by sub-section 8 that nothing in the section shall limit or diminish any liability which any person may incur under the general law apart from the section. A director or promoter, therefore, who makes a fraudulent misstatement in the prospectus will still be liable to an action of deceit, and there is no interference with the remedies given by the Directors' Liability Act, 1890. Seeing, however, that the present Act imposes on directors and other persons responsible for the issue of a prospectus a statutory duty to disclose certain particulars, it seems that an action will lie at the suit of a shareholder or debenture-holder to recover damages for any loss he has sustained through failure to comply with this duty, and it is against this liability that sub-section 7 is intended in certain cases to grant relief. Thus a director or other person responsible for the prospectus is not to incur liability if he proves as regards any matter not disclosed, either that he was not cognizant of it, or that the non-compliance arose from an honest mistake of fact on his part. But as regards non-compliance with the requirements of paragraph (*m*)—the nature and extent of the interest of directors, and sums paid to them—the burden of proof is shifted; and to make any director liable for non-compliance, it must be proved against him that he had knowledge of the matters not disclosed. These exemptions will be of use in saving directors from the consequences of honest ignorance of facts on their part; but of course it does not lessen the necessity of examining carefully all the circumstances of the promotion, and of making sure that the whole of the details required by section 10 are, as far as any director or promoter can ascertain them, specified in the prospectus.

REVIEWS.

THE POLICE ACTS.

THE COUNTY AND BOROUGH POLICE ACTS, 1831-1900: WITH INTRODUCTION, NOTES, AND INDEX. By EVELYN G. M. CARMICHAEL, M.A., Barrister-at-Law. William Clowes & Sons (Limited).

Although this book appeals to a limited circle, it will be of use as being the only collection in one volume of the Acts relating to the police in the provinces; the Acts relating to the Metropolitan Police might have been included with advantage. The notes on the Acts are concise and to the point; the case law on the subject is not voluminous, but the reported decisions (including some of very recent date) are carefully noted in their places. The index is adequate.

WORKMEN'S COMPENSATION.

THE CASE LAW OF THE WORKMEN'S COMPENSATION ACT, 1897. INTENDED TO SUPPLEMENT PART III. OF ACCIDENTS TO WORKMEN. By R. M. MINTON-SENHOUSE, Barrister-at-Law. SECOND EDITION. Effingham Wilson; Sweet & Maxwell (Limited).

The author has pursued his subject with great industry; not content with the authorship of the work referred to in the title to this book, and the editorship of the reports of Workmen's Compensation cases, he has in the present work summarized with care and accuracy the recent decisions upon the Act of 1897. It will no doubt be of use to those practitioners who have not found time to note up the new cases in their text-books.

COUNTY COURTS.

SMITH'S COUNTY COURT DIARY, 1901: CONTAINING ABSTRACT OF ACTS AUTHORIZING PROCEEDINGS IN THE COUNTY COURTS, COMPILED TO AUGUST, 1900; THE TABLES OF FEES TO BE TAKEN IN COUNTY COURTS; THE REMUNERATION OF OFFICERS, &C., &C. SPECIALLY ADAPTED FOR THE USE OF OFFICERS AND PRACTITIONERS OF THE COURTS. FIFTY-FOURTH YEAR OF PUBLICATION. John Smith & Co.; Hazell, Watson, & Viney (Limited).

This meritorious compilation has now attained its fifty-fourth year of publication, and may therefore be regarded as being more or less superior to criticism. Without pretending to compete in any way with the ordinary county court practices, it supplies a vast amount of practical information, drawn from a variety of sources, most useful to county court officers and practitioners and not without interest to the general public. The present edition has been carefully edited, and its contents now comprise all those enactments, passed during the Sessions 63 and 63 & 64 Vict., whereby proceedings in the county courts are authorized. The alphabetical lists of county court forms, at the end of the volume, continues to be one of the distinct features of this work, which well deserves its continued popularity.

BOOKS RECEIVED.

The Annual County Courts Practice, 1901. Founded on Pollock & Nicol's and Heywood's Practices of the County Courts. In Two Volumes. Edited by WILLIAM CECIL SMYLY, Q.C., L.L.B. (Cantab), Judge of County Courts; assisted by WILLIAM JAMES BROOKS, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The Employers' Liability Act, 1880, and the Workmen's Compensation Acts, 1897 and 1900. With the Statutes relating to, and Cases decided on, these Acts, the Rules of Procedure thereunder, and Forms. By ALFRED HENRY RUEGG, Q.C. Fifth Edition. Butterworth & Co.

A Handy Book on the Formation, Management, and Winding up of Joint Stock Companies. By F. GORE-BROWNE, M.A., Barrister-at-Law, and WILLIAM JORDAN, Company Registration and Parliamentary Agent. Twenty-third Edition. Jordan & Sons (Limited).

The Companies Act, 1900, with Commentaries. By PAUL FREDERICK SIMONSON, M.A. (Oxon.), Barrister-at-Law. Effingham Wilson; Sweet & Maxwell.

The New Companies Act, 1900. The Important Changes Clearly Stated for the Use of Business Men, Shewing the Effect for Promoters, Directors, Secretaries, Solicitors, Auditors, Shareholders, &c., separately. By JAMES W. REID, Solicitor. Gee & Co. 1s. net.

CORRESPONDENCE.

*** Mr. Snow desires us to state that his letter which appeared last week, although formally addressed to the Editor of the SOLICITORS' JOURNAL and not marked "private," was in fact not intended for publication. The words in the letter, "Land Reform," should read "Law Reform."

CASES OF THE WEEK.

House of Lords.

HODDINOTT (Pauper) v. NEWTON, CHAMBERS, & CO. (LIM.).
10th Dec.

MASTER AND SERVANT — EMPLOYERS' LIABILITY — ACCIDENTAL INJURY — BUILDING EXCEEDING THIRTY FEET — BUILDING BEING CONSTRUCTED OR REPAIRED BY MEANS OF A SCAFFOLDING — WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), s. 7, SUB-SECTIONS 1, 2.

Appeal from an order of the Court of Appeal (A. L. Smith, Collins, and Romer, L.JJ.) (47 W. R. 499, 1899, 1 Q. B. 1118), reversing the decision of the county court on an application under the Workmen's Compensation Act, 1897. The respondents were engaged to put in some heavy iron stays between the girders and pillars of a building, over 30 feet high to the top of the roof, which vibrated, and was considered to require stiffening. The appellant's husband was employed by the respondents in the work, and in the course of his employment fell off some temporary staging and was killed. The county court judge dismissed the action which was brought by his widow against the respondents claiming damages for negligence, and then proceeded to assess compensation under the provisions of the Act of 1897. The Court of Appeal set aside his order, being of opinion that the Act did not apply to the employment in which the deceased was engaged. Section 7 of the Workmen's Compensation Act, so far as material to the present question, is as follows: "7.—(1) This Act shall apply only . . . to employment by the undertakers as hereinafter defined on, in, or about any building which exceeds thirty feet in height, and is either being constructed or repaired by means of a scaffolding or being demolished. (2) In this Act, 'undertakers' . . . in the case of a building means the persons undertaking the construction, repair, or demolition. 'Workman' includes every person who is engaged in an employment to which this Act applies."

THE HOUSE by a majority allowed the appeal.

Lord MACNAGHTEN, after stating the facts of the case, in the course of his judgment said: The question is this, Was the work—the thing that was actually being done—a work of construction or a work of repair, or something that was neither? The Act speaks of a building "being constructed" not of a building "being erected" and it couples construction with repair. Repair is for the most part occasional and partial. I do not think construction can be limited to original construction. It seems to me that whenever new material is put into a building so that it becomes an integral part of the structure, the building is being constructed within the meaning of the Act. [And after referring to *Maude* v. *Brook* (48 W. R. 290; 1900, 1 Q. B. 575), his lordship continued:] All that the Act requires is that there should be a building exceeding thirty feet in height which is being constructed or repaired by means of a scaffolding. It says nothing about the height or position or extent of the scaffolding. It is not, I think, for the court to lay down conditions which Parliament has not thought fit to impose. I ought, perhaps, to add that I agree with my noble and learned friend Lord Brampton, and with Lord Justice Collins, in thinking that the question whether a temporary staging is a scaffolding within the meaning of the Act is not a mere question of fact on which the finding of the county court judge is final. It is a mixed question of fact and law. When the facts are ascertained, it is a question of law on which the Court of Appeal is entitled—and, I think, bound—to express an opinion. I think that, in the present case, the learned judges of the Court of Appeal have taken too narrow a view, and that the appeal ought to be allowed, and with such costs as are allowed in this House in pauper cases.

Lord MORRIS concurred.

Lords SHAND and LINDLEY agreed with the court below.

Lords DAVEY and BRAMPTON concurring with Lord Macnaghten, the appeal was accordingly allowed.—COUNSEL, *Ruegg*, Q.C., *Moyes*, and *Holland Biggs*; *Bray*, Q.C., and *Spencer Bower*. SOLICITORS, *C. F. Appleton*; *Ingle, Holmes, & Sons*.

[Reported by C. H. GRAFTON, Barrister-at-Law.]

Court of Appeal.

EWART v. FRYER. No. 2. 11th Dec.

LANDLORD AND TENANT — LEASE TO A COMPANY OF PUBLIC-HOUSE — CONDITION OF RE-ENTRY ON LIQUIDATION — FORFEITURE — UNDERLESSEE, RELIEF TO — CONVEYANCING ACT, 1892 (55 & 56 VICT. c. 13), s. 4.

Appeal from decision of Kekewich, J. (48 W. R. 443). This was an action by the trustees of the will of a lessor to recover possession of a public-house under a condition for re-entry in the lease, the principal question being upon what terms relief ought to be granted to the underlessee. By the lease in question, made in 1896, the lessor demised the premises to Combe & Co. (Limited) for 30 years at a rent of £300, and there was a condition for re-entry on liquidation by the lessees. By an underlease of the same date, Combe & Co. demised the premises to the defendant Fryer for 29½ years in consideration of a premium of £8,000, and at a rent of £800, reducible to £300 so long as he should buy his beer from Combe & Co. This Fryer had always done. In the year 1899 Combe & Co., who were perfectly solvent, went into voluntary liquidation for the purpose of being amalgamated with two other companies. The defendant never paid the premium of £8,000, and never paid more than £300 a year rent. Kekewich, J., held, on the authority of *Horsey Estate* v. *Steiger* (47 W. R. 644), that there had been a forfeiture of the lease, and

made an order vesting the property in Fryer on conditions to be settled in chambers, and directed an inquiry as what was a fair rent, having regard to the tie being gone. From this decision Fryer and the company appealed.

THE COURT (RIGBY, VAUGHAN WILLIAMS, and ROMER, L.JJ.) dismissed the appeal on the ground that they were bound by the decision of *Horsey Estate* v. *Steiger*, that the underlessee ought not to derive an advantage from the forfeiture, and that Kekewich, J., was right in directing an inquiry as to what was a fair rent to be paid, having regard to the tie being gone.—COUNSEL, *Warmington*, Q.C., *Renshaw*, Q.C., *Davenport* and *Merivale*; *Warrington*, Q.C., and *T. T. Methold*. SOLICITORS, *Bolton & Co.*; *Bompas, Bischoff, Dodgson, Coxe, & Bompas*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re **WORSLEY**. *Ex parte* **LAMBERT**. No. 2. 7th Dec.

MARRIED WOMAN—"CARRYING ON A TRADE"—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. c. 75), s. 1, SUB-SECTION 5.

This was an appeal by a debtor, a married woman, against a receiving order made by Mr. Registrar Linklater on the 15th of November. The appeal raised an important question as to how far a married woman carrying on trade separately from her husband is subject to the bankruptcy laws. W. H. Worsley, the husband of the debtor, carried on business as a furniture dealer and contractor at Manchester, and in the year 1898 was adjudicated a bankrupt. Shortly afterwards the business was purchased by the debtor, the money being provided out of her separate estate, and at the date of the transactions hereinafter referred to she was carrying on the business of a furniture polish merchant as the Uneedit Co. at Manchester, the husband to some extent acting in the management of the business. In January, 1900, one Lambert supplied the debtor with goods for the purposes of the business to the value of £174 18s., and on the 26th of January the debtor accepted four bills of exchange at three, six, nine, and twelve months, respectively each being for the sum of £43 14s. 6d. Early in February the debtor sold the business, and on the 11th of February left Manchester without leaving any address, and joined her husband who had obtained a situation in London and was living in lodgings at Bedford-place. In April, 1900, Mr. and Mrs. Worsley left these lodgings without leaving any address. When the first two bills became due they were dishonoured and Lambert sued the debtor upon them. Efforts were made to serve the writs on the debtor both at the Manchester address and at Bedford-place but without success, and thereupon orders for substituted service were obtained. The actions proceeded to judgment and in October, 1900, Lambert presented a bankruptcy petition against the debtor, the alleged act of bankruptcy being that the debtor was absenting herself with intent to defeat and delay her creditors. Efforts were also made to serve the petition on her but without effect, and an order was made for substituted service. On the 15th of November a receiving order was made against her. It was contended on behalf of the debtor (1) that she was not carrying on a trade within the section, since she had ceased to carry on business at the date of the alleged act of bankruptcy; (2) that there was no trading apart from the husband, since the business was carried on at at the matrimonial domicil; and (3) that there was no absenting, the debtor having sold the business and gone to live with her husband.

THE COURT (Lord ALVERSTONE, C.J., and RIGBY and VAUGHAN WILLIAMS, L.JJ.) dismissed the appeal.

Lord ALVERSTONE, C.J., after deciding against the debtor on the last two points, said there remained the question as to the construction of the section. Their lordships were asked to overrule *Re Dagnall* (1896, 2 Q. B. 407), where it was held that where there were business debts still undischarged it was no answer to say that the married woman had given up business before the petition was presented. It was said that the words "carrying on trade" were strictly limited to the time when the married woman was actually carrying on trade, and that if she ceased, even by simply putting up the shutters, she was not carrying on trade within the meaning of the section. But these bills were business obligations, and the debtor was trading as to these bills. In his opinion *Re Dagnall* was perfectly right. There could be no doubt that if the debtor was a *feme sole* she would be subject to the bankruptcy laws. It was said that because she was a married woman she must be actually conducting the business to make her so subject. He did not think that was the meaning of the section. The principle upon which the court was proceeding had been settled by Lord Eldon in *Ex parte Bamford* (15 Ves. 449). He therefore thought the debtor was subject to the bankruptcy laws.

RIGBY and VAUGHAN WILLIAMS, L.JJ., concurred.—COUNSEL, *Muir Mackenzie*; *Reed*, Q.C., and *Hansell*. SOLICITORS, *Leonard Weatherley*; *Bell, Brodrick v. Gray*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

LILY, DUCHESS OF MARLBOROUGH *v.* **THE DUKE OF MARLBOROUGH**. No. 2. 10th Dec.

SETTLEMENT—CONSTRUCTION—POWER TO JOINTURE WIVES IN SUCCESSION—DIVORCE—POWER TO JOINTURE SECOND WIFE DURING LIFETIME OF FIRST WIFE.

This was an appeal by the Duke of Marlborough against a decision of Byrne, J. (reported in 44 SOLICITORS' JOURNAL, p. 361). By the action the plaintiff Lily, Duchess of Marlborough, the second wife, now the widow of the eighth duke, claimed a declaration that she was entitled to a charge of £2,500 on the Marlborough estates appointed to her by her late husband. By a resettlement of the Marlborough estates dated the 14th of July, 1866, the eighth duke, who was then the Marquis of Blandford, was empowered, subject to a jointure rent-charge in favour of the wife of the seventh duke, to appoint to "any woman whom he might marry" yearly rent-charges by way of jointure not exceeding in the whole the following yearly sums—viz., if the Marquis of Blandford should die in the lifetime of the seventh duke, then during the lifetime of the seventh duke £1,500 a year, and after his death £2,000 a year; if the Marquis of Blandford should survive the seventh duke, £2,500 a year. The settlement provided that the power of jointuring might be exercised as often as the Marquis of Blandford should marry, and also that the settled estates should not be liable to the payment of jointures exceeding in the whole the sum of £4,000. In 1869 the Marquis of Blandford, on his marriage with Lady A. Hamilton, his first wife, appointed to her the following rent-charges by way of jointure: if he should die in the lifetime of the seventh duke, £1,500 a year; and after his death, £2,000 a year; but, if he should survive the seventh duke, £2,500 a year. In 1883 the Marchioness of Blandford, who is still living, obtained a divorce from the Marquis of Blandford, and subsequently in the same year the seventh Duke of Marlborough died. Lord Blandford, who thus became the eighth Duke of Marlborough, married the plaintiff in 1888, and by a settlement made on this marriage, he appointed to her a jointure rent-charge of £2,500 a year. In 1892 he died, and in 1899 the dowager duchess, the widow of the seventh duke, also died. In 1895 the plaintiff had married Lord William Beresford. Byrne, J., held that the eighth duke had the power, under the resettlement of 1866, to create the jointure in favour of the plaintiff after the dissolution of his first marriage. The duke appealed; and on his behalf it was contended that the power to jointure was limited to £2,500 a year, which was exhausted after the appointment to the eighth duke's first wife. The power could be construed as providing for the event of a divorce, and was, therefore, contrary to public policy and illegal. The following cases, *Cartwright* v. *Cartwright* (3 D. M. & G. 982), *H.* v. *W.* (3 K. & J. 382), and *Cocksedge* v. *Cocksedge* (14 Sim. 244), were referred to.

THE COURT (RIGBY, VAUGHAN WILLIAMS, and ROMER, L.JJ.) dismissed the appeal.

RIGBY, L.J., said: The words "any woman whom he may marry" were express, and the safeguard to prevent the estate from being overburdened was the limitation of the total amount of the jointures to £4,000. It was contended that the clause did not include a second marriage after the first had been terminated by a divorce. There was nothing in the words which pointed to a divorce, and his lordship could not see any ground for limiting the operation of the words in the way suggested, and, in his opinion, the eighth duke had power under the clause to appoint a jointure to his second wife, although the lady who was his first wife was still living. With regard to the competence of the parties to the deed of 1866 to enter into a bargain which might have that operation, there was nothing on the face of the clause which was contrary to public policy, but it was contended that, if that clause were construed so as to include a second marriage during the life of the lady who was his first wife, it would be contrary to public policy. The suggestion was, his lordship supposed, that a divorce would be thereby rendered more beneficial or less injurious to the husband. In the cases which had been referred to a bargain had been made in a marriage settlement with regard to what should happen in the event of the future separation of the husband and wife. Such a bargain was, of course, absolutely bad, and those cases were perfectly intelligible. But they had no application to the present case. The decision of Byrne, J., must, therefore, be upheld.

VAUGHAN WILLIAMS and ROMER, L.JJ., agreed.—COUNSEL, *Haldane*, Q.C., and *Ashworth James*, for the duke; *Levett*, Q.C., and *Brinton*, for the plaintiff; *W. H. Cozens-Hardy*, for the trustees. SOLICITORS, *Nichols, Manisty, & Co.*; *Whitehead, Marshall, & Co.*

[Reported by A. GLYNNE-JONES, Barrister-at-Law.]

DALY *v.* **EDWARDES. BARRINGTON** *v.* **EDWARDES**. No. 2. 6th Dec.

LEASE—THEATRE—COVENANT NOT TO ASSIGN, &C.—LEASE OF PART OF THEATRE—BREACH OF COVENANT.

This was an appeal from a decision of Kekewich, J. (reported 44 SOLICITORS' JOURNAL, 328). On the 8th of February, 1894, the defendant, Mr. George Edwardes, being lessee from Lord Salisbury of premises in Cranbourn-street, now known as Daly's Theatre, granted an underlease to the late Mr. Augustin Daly, for a term of twenty years, from the 25th of December, 1893, at a yearly rent of £5,500. Mr. Daly entered into a covenant with Mr. Edwardes not at any time during the term thereby granted to assign, demise, or otherwise part with the indenture, or any estate or interest therein for all or any part of the said term, to any person or persons whomsoever, without the licence of the lessor or his assigns first had and obtained in writing under his or their hand or hands for that purpose, but such consent should not be unreasonably withheld in the case of a respectable and responsible tenant, it being the intention that the lessee should be at liberty at all times to produce and perform by himself and company or his licensees any first-class comedy, drama, or opera without the necessity of applying to the lessor or his assigns for his consent in that behalf, but that such licensees should not be at liberty to assign, underlet, demise, or otherwise part with their term without the licence of the lessor first had and obtained. There was a proviso for re-entry if the rent was in arrear for twenty-one days, or on any breach of any of the covenants by the underlessee therein contained. At the date of the underlease Messrs. Frank Warr & Co. had the exclusive licence to supply refreshments in the theatre and the exclusive privilege of advertising. Mr. Daly subsequently by several agreements granted the free and exclusive right to use the bars and smoking-rooms in the theatre to Messrs. Warr for the purpose of supplying refreshments and advertising, and finally entered into an agreement with them, dated

the 15th of April, 1898. In this agreement Mr. Daly was called "the landlord," and Warr & Co. were called "the tenants," and it was thereby witnessed that, in consideration of the sum of £1,400 paid by the tenants to the landlord, and of the weekly rent of £15 to be paid by the tenants to the landlord as thereinafter provided, the landlord, as beneficial owner, did thereby grant to the tenants the free and exclusive licence and right to the use of all the refreshment rooms, bars, smoke-room, wine cellars, and offices then or at any time thereafter during the term of the agreement in or connected with Daly's Theatre, together with the free right of access by the tenants, their servants and agents, to and from the same by and through the various entrances and exits of the theatre and premises necessary or convenient for the purpose of exercising the rights thereby granted, and also the sole and exclusive privilege during the term of the agreement of advertising and letting spaces for advertisements in, about, but within all such refreshment rooms, smoking-rooms, and bars of the theatre; to hold the premises with the tenants for the term of 13¾ years from the 25th of March, 1898, wanting ten days, subject nevertheless to the covenants and conditions thereinafter contained. One of these conditions was that the landlord might at any time by notice in writing determine the agreement and the term thereby created, in the event of the rent being in arrear for twenty-one days, and in other specified events. Another condition (No. 6) was that "the refreshment rooms and bars shall in all respects be conducted in a proper and orderly manner, and in accordance with the rules of the theatre and customs of refreshment rooms in first-class theatres." Another condition (No. 10) was that "the landlord or his agent or manager, or the occupier or the occupiers for the time being of the said theatre, his or their representatives, shall have full power to discharge any servant or servants of the said tenants who shall have misconducted himself or herself or themselves to the prejudice of the good conduct of the theatre." No licence for this agreement was obtained from Mr. Edwardes, as required by the covenant. On the 4th of September, 1898, Mr. Edwardes took possession of the theatre and premises, on the ground that the agreement of the 15th of April, 1898, with Warr & Co. was a breach of the covenant in the underlease of the 8th of February, 1894. On the 6th of September, 1898, Mr. Daly issued his writ in this action and claimed a declaration that the re-entry by Mr. Edwardes was not authorized by the underlease, and an injunction restraining the defendant from putting up bills and posters without the name of "Augustin Daly" upon them as lessee and manager. On the 7th of June, 1899, Mr. Augustin Daly died, and Mr. B. E. E. Barrington obtained a grant of letters of administration to his estate. The action was then revived by the administrator. Kekewich, J., held that there had not been any breach of the lessee's covenant in the underlease, and that the defendant had no right to re-enter, and must give up possession of the premises. The defendant appealed.

THE COURT (Lord ALVERSTONE, C.J., and RIGBY and VAUGHAN WILLIAMS, L.JJ.) dismissed the appeal.

Lord ALVERSTONE, C.J.—I am of opinion that the decision of Kekewich, J., is perfectly right. It is not contested that at the date of the underlease refreshment bars were existing in the theatre, or that it is customary to have such bars in theatres. In the face of this fact the underlease to Daly has to be construed. It is contended that the agreement of April, 1898, is a grant of an estate or interest in part of the theatre, and therefore a breach of the covenant in the underlease. I doubt whether that covenant is intended to apply to the use of a part of a theatre incident to its use as a theatre. I do not, however, base my judgment on this point. I do not think it can be seriously contended that the defendant contemplated that all liquors sold at the theatre should be supplied by his tenant the defendant himself. He must have contemplated that some contract would be entered into for the purpose. I agree that there are words in the agreement of April, 1898, which, from a conveyancer's point of view, may be said to amount to a grant of an estate or interest in the theatre. But some limit must be placed upon the covenant in the underlease. It is clear that to all spaces comprised in the agreement of April, 1898, the plaintiff and his servants and also the audience have more or less access. The agreement must be regarded as a whole, and so regarded it points, in my opinion, to the conclusion at which Kekewich, J., has arrived. Warr & Co. are to have the exclusive use of parts of the theatre at certain times. Such a case as this cannot be decided by looking at particular expressions in the agreement without looking at it as a whole. I think Kekewich, J., has arrived at the right conclusion.

RIGBY and VAUGHAN WILLIAMS, L.JJ. delivered judgments to the same effect.—COUNSEL, *Warmington*, Q.C.; *P. O. Lawrence*, Q.C., *Cave*, and *Cohen*; *Warmington*, Q.C.; *J. Eldon Bankes*, *Newton Crane*, and *De Vere*. SOLICITORS, *Slark, Edwards, & Co.*; *John C. Button & Co.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

THE BAGOT PNEUMATIC TYRE CO. (LIM.) *v.* THE CLIPPER PNEUMATIC TYRE CO. (LIM.) Kekewich, J. 5th Dec.

COMPANY—CONTRACT ON BEHALF OF AN INTENDED COMPANY—ADOPTION—INFERENCE—PRIVITY OF CONTRACT.

This was an action brought to have it declared that the defendants were acting in breach of an agreement which they had adopted, and the plaintiffs claimed a trading account and various declarations as to the rights of the parties. The facts were as follows: The plaintiff company was incorporated on the 14th of October, 1896, and on the 3rd of March, 1897, entered into an agreement with T. C. Phelps to grant to him or to a company in course of formation by him, an exclusive licence to use certain patents belonging to the plaintiffs. The consideration for this grant was that, after setting aside each year a cumulative preferential dividend equal to eight per cent. on the capital, £150,000 of the proposed company, that company should pay to the plaintiffs in each year out of their remaining profits available for dividend a sum equal to eight per cent. upon a fixed capital of £150,000 and the plaintiffs were to receive a further sum equal to one-half of the balance (if any) of the net profits of such company available for dividend in each year. On the 5th of March, 1897, Phelps entered into an agreement with E. Piercy to sell to him on behalf of the intended company the said exclusive licence and also certain other licences and contracts therein specified for £120,000, of which £60,000 was to be paid in cash and the balance in cash or shares at the option of the directors of the intended company. On the 8th of March, 1897, the intended company was incorporated with a capital of £150,000 in £1 shares under the title of the Clipper Pneumatic Tyre Co. (Limited), the defendant company, and by an agreement of the 8th of April, 1897, the agreement with Piercy was adopted by the company with the modification that the purchase price of £120,000 was to be paid as to £40,000 in cash and as to the balance in fully paid-up shares. Balance-sheets were issued by the defendants in 1898, shewing a profit, but no amount was placed to reserve fund and no dividend was declared. In October, 1899, they issued a balance-sheet, dated the 30th of September, 1899, shewing large profits, out of which a sum was carried to reserve fund, and a sum of £3,000 was written off as depreciation and towards the extinction of the cost of licences and contracts. About the same time the defendants wrote the plaintiffs a letter stating that their future policy would be to continue to provide out of profits for depreciation and for the ultimate extinction of the cost of such licences and contracts. For the plaintiffs it was contended that the original contract with Phelps had been adopted by the defendants, and must now be taken to subsist between them and the plaintiffs. Either a contract could be inferred from the conduct of the defendants, or else Phelps was a mere conduit-pipe between the two companies. Further, in absence of direct contractual obligation, the defendants, having become assignees of a licence with notice of the obligations attached thereto, were obliged to perform the latter. On behalf of the defendants it was argued that no privity existed between them and the plaintiffs, and that the latter, consequently, had no right of action. [As the case was decided upon this point, the other questions argued need not be referred to.]

KEKEWICH, J., said: The first question is whether the plaintiffs have any right of action at all. If this point is decided in favour of the defendants it will be unnecessary to go into the other questions raised, however interesting they may be. It is not alleged that there is direct privity of contract between the plaintiffs and defendants. The plaintiffs claim to be entitled to sue either by a contract to be inferred from the facts or by a contract adopted by the defendants. They rely upon the contract entered into by them with Phelps, and upon the contract entered into by Phelps with Piercy, neither of whom were buying the licences on their own account, but as representatives of a company not yet in existence—*i.e.*, the defendant company, and it is said that the latter by adopting the agreement with Piercy have become bound to the plaintiff company. The facts of this case, however, bring it within the principle of *Re Northumberland Avenue Hotel Co* (33 Ch. D. 16), from which case the present one appears to me to be indistinguishable. In that case, under similar circumstances, it was held by the Court of Appeal, affirming the decision of Chitty, J., that an agreement entered into with a trustee on behalf of a company not then in existence, though intended to be formed, was incapable of confirmation by the company after its incorporation, and consequently that there was no right of action against the company arising out of such an agreement, and that there was no privity of contract giving a right of action against the intended company, although the company was afterwards formed. [His lordship, after discussing the cases of *Howard* v. *The Patent Ivory Manufacturing Co.* (38 Ch. D. 156), and *Werderman* v. *Société Générale D'Electricité* (19 Ch. D. 246)), which he held to have no bearing upon the present case, proceeded:] It has further been said that the defendants adopted the responsibility of the agreement by their conduct, as, for example, by their attempt in November, 1898, to get the plaintiffs to enter into a modification of that agreement. No doubt they believed that they were liable, and acted in that belief, but such conduct is no evidence to support the contention that they adopted the agreement, and such an argument is really disposed of by the case *Re Northumberland Avenue Hotel Co.* This being so, I think that the plaintiffs have no right of action, and there must be judgment for the defendants with costs.—COUNSEL, *Warrington*, Q.C., and *E. F. Spence*; *Neville*, Q.C., and *C. H. Sargant*. SOLICITORS, *Capel, Cure, & Ball*; *Beale & Co.*

[Reported by J. S. RISLEY, Barrister-at-Law.]

RAKE *v.* HOOPER. Kekewich, J. 5th and 6th Dec.

VOLUNTARY POST-NUPTIAL SETTLEMENT—OMISSION OF LIFE INTEREST TO SETTLOR—INTENTION OF SETTLOR—INSTRUCTIONS—COMMON FORM—RECTIFICATON.

This was an action brought to rectify a voluntary post-nuptial settlement. The facts were as follows: In August, 1872, the plaintiff was married. There was no marriage settlement executed at the time, but in March, 1875, there then being one child of the marriage, the plaintiff, who was about to enter a partnership for carrying on the business of a stockbroker, executed a voluntary settlement of certain property belonging to him, including a leasehold house, some railway stock, and a policy of assurance on his life, upon his wife for life, with the remainder upon trusts for the children. This settlement was dated the 31st of March, 1875, and Mrs. Rake died the 29th of September, 1899, leaving

five children, issue of the marriage, living, three of whom are infants. The plaintiff stated in his evidence that on the 31st of October, 1899, he first discovered from a letter written to him by Mr. Hooper, one of the trustees, that the settlement reserved no life interest to himself after his wife's death; that such was not his intention, which, on the contrary, was that he should have a life interest in the property after his wife's death; that he had left himself entirely in the hands of his solicitor who prepared the settlement; that the latter did not explain that he was to have no life interest in the property, and that he thought that he was executing an "ordinary post-nuptial settlement" containing the usual provisions, including the reservation of a life interest to the settlor. He accordingly brought this action against the trustees of the settlement and his children to have the settlement rectified by inserting a life interest to himself to take precedence of the ultimate trusts in favour of the children. The solicitor who prepared the deed gave evidence on behalf of the defendants as to the circumstances of its preparation.

KEKEWICH, J. (after stating the facts of the case).—The plaintiff has taken these proceedings to rectify the settlement on the ground that it ought to have contained a provision giving him a life interest, not that he had made any stipulation or given the solicitor any instructions to that effect, but merely that it ought to have contained such a provision. If I were to accept that, every voluntary settlor would be coming to the court for rectification of his settlement when it was found to contain some inconvenient provision or omission which worked hardly. I do not think that that is the jurisdiction of the court nor the foundation for the exercise of that jurisdiction. It is well settled that the court can only rectify a settlement, which is a matter of contract, when it is shewn that both parties have been in error—that something has been put in or omitted which does not carry out the intention of either party. That has been laid down in many cases. [His lordship proceeded to cite *Fowler* v. *Fowler* (4 De G. & J. 250) and *Sells* v. *Sells* (1 Dr. & Sm. 423).] Mr. Warrington has said that the foundation of the jurisdiction to rectify a voluntary deed depends upon the right of the voluntary settlor to set aside the deed, and in asking for rectification he asks for less than his due. That proposition is new to me, and it is not, in my opinion, borne out by the cases which have been cited. [His lordship discussed the following cases: *Daniel* v. *Arkwright* (2 Hem. & M. 95), *Walker* v. *Armstrong* (8 De G. M. & G. 531), and *Bonhote* v. *Henderson* (1895, 1 Ch. 742).] The court, before ordering the rectification of a voluntary settlement, must be satisfied that instructions were given, and having been given were not carried out. Mr. Warrington relies upon the case of *James* v. *Couchman* (29 Ch. D. 212)—a case decided by Mr. Justice North with considerable hesitation—in which a voluntary settlement was set aside on the ground of the omission of a usual power to which the settlor's attention had not been drawn. There is no such omission here. The object of the plaintiff was to make a settlement, on his entering into a speculative business, so as to provide for his wife and children in case of his bankruptcy. If a life interest had been reserved to himself the main object of the settlement would have been defeated. It was, consequently, unnecessary for the solicitor to draw his attention to its omission. In the original draft a clause was inserted in favour of the wife during the joint lives of herself and her husband with remainder to the survivor for life. This was inserted simply because it was a common form, and it was afterwards struck out and a simple life interest to the wife substituted in order to carry out the object of the settlement. Sitting as a jury, I should say that the plaintiff assented at the time to what was being done, and that it was deliberately done with a view to provide for his wife and children. The action, therefore, entirely fails and must be dismissed. It would establish a mischievous precedent to allow such a voluntary settlement to be touched. The plaintiff must pay the costs of the defendants as between party and party, and their solicitor and client costs must be raised and paid out of the trust funds by the trustees. There will be liberty to apply, in case of non-recovery of the party and party costs, for them to be paid out of the trust funds.—COUNSEL, *Warrington*, Q.C., and *Marcy*; *Renshaw*, Q.C., and *Eustace Smith*, for the infant defendants; *Dunham*, for the trustees. SOLICITORS, *Walker & Battiscombe*, for *J. W. Rendell*, Reading; *Burton, Yeates, & Hart*, for *Johnson, Barclay, & Lowe*, Birmingham.

Reported by J. S. BISLEY, [Barrister-at-Law.]

TURNER v. SMITH. Byrne, J. 23rd Nov. and 11th Dec.

MORTGAGE—APPROPRIATION BY MORTGAGOR'S AGENT OF MONEY INTENDED TO BE APPLIED IN DISCHARGE OF MORTGAGE—SUBSEQUENT TRANSFER OF MORTGAGE DEBT AND SECURITY TO MORTGAGOR'S AGENT, FOLLOWED BY TRANSFER BY HIM TO AN ASSIGNEE WITHOUT PRIVITY OF MORTGAGOR—ACCOUNT BETWEEN MORTGAGOR AND MORTGAGEE—RECONVEYANCE BY ASSIGNEE TO MORTGAGOR.

This was an action to establish the right of the plaintiff as mortgagor to have a reconveyance and delivery up of the title deeds of certain mortgaged property upon payment of costs of reconveyance. On the 23rd of December, 1879, the plaintiff being then owner in fee simple of No. 1, Queensborough-terrace, Bayswater, by a memorandum in writing charged the property with repayment to James Ingram, Cartmell Harrison, and James Crofts of £1,000 and interest at four and a-half per cent., and by another memorandum in writing dated the 26th of October, 1880, she further charged the property to the same persons with repayment of £500 and interest at the same rate. By deed of settlement dated the 11th of June, 1881, made on the marriage of the plaintiff with the Rev. T. I. Guest, the property was conveyed, subject to the memorandum of charge, to uses under which the plaintiff became legal tenant for life in possession. By deed dated the 20th of November, 1886, made between Messrs. Ingram, Harrison, and Croft of the first part, the Rev. T. I. Guest and the plaintiff, then his wife, of the second part, and Cartmell Harrison of the third part, and Messrs. Freeman of the fourth part, the mortgage debt of £1,500 and interest was transferred, and the property was conveyed, to Messrs. Freeman by way of mortgage to secure the same debt and interest. By deed dated the 23rd of December, 1886, the mortgage was transferred by Messrs. Freeman to Messrs. Maul, and by them to William Negus, the last transfer being dated 30th of January, 1891. The mortgage debt and security were transferred on the 8th of December, 1893, from Negus to Mary Foster, and by her again on the 20th of February, 1896, to T. J. Hamp. All the transfers subsequent to that to Messrs. Freeman were effected without any reference to the mortgagor, the plaintiff, who was not a party to any of the deeds. No notice of them was given to her, nor were any inquiries made of her as to the state of the account or otherwise. In the months of February and April, 1892, and while the mortgage was still vested in Negus, the plaintiff put Cartmell Harrison, who was acting as her solicitor, in funds, for the purpose of paying off the mortgage, which he undertook to do, but did not do. He cheated his client, appropriated the money, and maintained the cheat by continuing to pay interest on the mortgage as it became due to the mortgagee for the time being. No inquiry was made in 1892, or subsequently, by the plaintiff for any reconveyance or receipt by the mortgagee, nor for the deeds relating to the property. She left the whole matter in the hands of her solicitor, Cartmell Harrison, and as she never paid any more interest, and was not charged in account with any by Harrison, her suspicions were not aroused in any way. In January, 1896, while the mortgage was still vested in Mary Foster, Negus, who was acting as her solicitor, pressed Harrison, who had been paying the interest as if on behalf of his client the plaintiff, for payment off the mortgage debt, and this resulted in the transfer to Hamp, a client of Negus. At the end of May, 1897, Negus gave notice, on behalf of Hamp, to Harrison calling in the mortgage, for on the 1st June, 1897, Harrison wrote to Negus: "I return the notice. You do not say when the money is to be paid off; I presume in six months." Harrison then represented to Negus that he was arranging a transfer, for on the 2nd September, 1897, he wrote: "My dear Negus,—Hamp.—I return you this draft transfer approved. The money, however, will not be in for some little time." Harrison then apparently had been negotiating with J. W. Smith to become transferee of some mortgage, although there was no evidence to shew that he identified the particular mortgage he intended to obtain a transfer of, but on the 20th of September, 1897, he wrote to Negus to this effect: "We shall be prepared to complete the transfer on the 1st of October. On the 1st of October, 1897, Harrison again wrote: "My dear Negus,—Queensborough Terrace.—For some reason or other (I don't know what) my client did not send his cheque as he promised to do to-day, but I have written to him to ask him to see me on Monday morning, when I shall no doubt get it, and complete." And on the same day he writes to J. W. Smith: "My dear sir,—I am disappointed at not hearing from you or seeing you. I shall be coming up on Monday, and will come by the 9.53 train, so as to have the opportunity of seeing you." Mr. J. W. Smith forwarded to Harrison £1,500 on or before the 4th of October, 1897, as the latter acknowledged receipt of a cheque for the amount on that day, and the cheque was duly paid in to Harrison's private account at Drummond's on the following day, the 5th of October. By deed of transfer, dated the 4th of October, 1897, Hamp transferred the mortgage debt and property to Harrison, and on the following day, the 5th of October, 1897, Harrison transferred to J. W. Smith and the defendant, in whom the whole interest formerly of J. W. Smith and himself was now vested. The deeds were handed over by Harrison to the Messrs. Smith, and as Harrison continued to pay interest to them until April, 1899, their suspicions were not aroused, and no question was raised until December, 1899, when Harrison having absconded, application was made to the plaintiff for payment of the half-year's interest, which became due the October previous. The following cases were referred to during the argument, *Matthews* v. *Wallwyn* (4 Ves. 118), *Williams* v. *Sorrell* (4 Ves. 389), *Norrish* v. *Marshall* (5 Madd. 475), *Lord Southampton's case* (16 Ch. D. 178), *Dixon* v. *Winch* (1900, 1 Ch. 736, at p. 742), *Gordon* v. *James* (30 Ch. D. 249), *Heath* v. *Crealock* (10 Ch. App. 22), *Harman* v. *Richards* (10 Hare 81), *Thurstan* v. *Nottingham, &c.* (W. N., Nov. 10), 1900, 239).

Dec. 11.—BYRNE, J.—The real question is which of two innocent parties, the plaintiff or defendant, is to suffer for the frauds of Cartmell Harrison; the plaintiff claiming that, upon the transfer to Cartmell Harrison by Hamp, the mortgage debt was discharged, and that by taking a transfer without the privity of the mortgagor, the transferee, Messrs. Smith, became bound by the state of account as then existing between their transferor and the mortgagor, and that therefore the defendant cannot claim to hold the property as against the plaintiff. On the other hand it is contended that the plaintiff, by her neglect in not seeing that she obtained a reconveyance or receipt for the mortgage money and by not asking for the deeds, put it into the power of Harrison to commit the fraud, and gave colour to the false representations which were made in the transfer to Messrs. Smith as to the subsistence of the mortgage debt. It is also suggested that the two transfers of the 4th and 5th of October, 1897, must be looked upon as part of one transaction, and that the transfer to Harrison ought not to be regarded as representing anything more than part of the machinery for transfering the debt and security from Hamp to Messrs. Smith, and not as representing any real transaction. Up to the date of the transfer to Cartmell Harrison, the plaintiff admits that as between herself and the subsequent transferees there was a valid and subsisting debt and mortgage security, inasmuch as no part of the debt had been paid, although Harrison, the plaintiff's agent, had received the money for the express purpose and with the obligation of paying off the then mortgage in the year 1893. The effect in law of taking a transfer of a mortgage without the privity of the mortgagor has been so recently summed up by Cozens-Hardy, J., in the case of *Dixon* v. *Winch* (1900, 1 Ch. 736), that I cannot do better than adopt

his words, which are to be found at p. 742 of the report. [His lordship then read from the report beginning with the words "It is well settled," and concluding with the words "Lord Southampton's estate."] I need not refer to the expression of opinion which follows, because the learned judge recognizes the law as stated, nor need I go further into the decision in that case either in the court of first instance or in the Court of Appeal, as it turned on very special facts which differ from those in the present case. Starting with the statement of the law as above, it appears to me that, assuming the transfer to Harrison to have operated as an assignment and conveyance to him in his personal capacity and not in the capacity of trustee for Smith, the result must follow that the mortgage debt immediately became discharged, and that he held the property as trustee for the plaintiff, the principle being, as stated by Sir J. Leach in *Norrish* v. *Marshall* (5 Madd. 475, at p. 481), "that as against an assignee without notice" (meaning without notice to the mortgagor) "the mortgagor has the same rights as he has against the mortgagee, and whatever he can claim in the way of set off or mutual credit as against the mortgagee he can claim equally against the assignee." There is no evidence that Harrison had agreed to invest Smith's money in a particular mortgage, and although it is not very easy to understand why Harrison took the transfer to himself only to retransfer it on the following day, the fact remains that he did take a transfer to himself, and it may be that, being uncertain whether he should get the money from Smith, he obtained the transfer to himself before receiving the cheque. He certainly did so before the cheque was credited to him, the money paid by Harrison to Negus was paid by cheque drawn on the account of the firm of Ingram, Harrison, & Ingram at Messrs. Hoare's by cheque debited to the firm on the 5th of October, and I am unable to hold that at the time of the transfer to himself he had constituted himself a trustee of the particular security for the Messrs. Smith, and I think, therefore, that the latter having taken the transfer from Harrison without the privity of the mortgagor, the defendant can only hold it against the latter subject to the state of account between Harrison and the mortgagor. As between Harrison and the mortgagor the mortgage debt was non-existent. It appears to me that the mortgagor never lost her right to redeem, and that directly her agent, who had received the amount to pay off the mortgage became himself the transferee of the mortgage, the debt was extinguished, and no transferee from him could treat the debt as a subsisting charge upon the property. In the result I think the plaintiff is entitled to succeed, and to have a reconveyance.—Counsel, *Norton*, Q.C., and *Rashleigh*; *Rowden*, Q.C., and *Phillpotts*. Solicitors, *Beachcroft, Thompson, Hay, & Ledward*; *R. T. Harding*, for *Chandler*, Basingstoke.

[Reported by R. Leigh Ramsbotham, Barrister-at-Law.]

Re **WALKER. SUMMERS** *v.* **BARROW.** Farwell, J. 11th Dec.

Trustee—Absence from the United Kingdom for More than Twelve Months—Temporary Return with Transaction of Trust Business—Statutory Power of Appointment of New Trustee—Trustee Act, 1893 (56 & 57 Vict. c. 53), s. 10.

This was an originating summons in an administration action, and was taken out by George Summers, of the "Old Manor House," East Molesey, now travelling on the Continent, and temporarily staying at a hotel at Finisterre, in France. He was one of the original trustees and executors of the will of John Walker, whose widow was also a trustee. Mrs. Walker and her son-in-law, the plaintiff, remained the sole trustees from May, 1888, onwards; in or before April, 1899, the plaintiff went to travel on the Continent, and had remained there, excepting that it appeared from an entry in the solicitors' books that in November, 1899, he came to England for one week, and on the 3rd of that month attended at the office of the London solicitors acting for the trustees, and transacted business connected with the trust. On the 1st of June, 1900, Mrs. Walker executed a deed prepared by other solicitors, whereby, after reciting that the plaintiff "in or before the month of April, 1899, went to reside abroad and has ever since remained and still remains abroad," she appointed another son-in-law, the Rev. A. H. Barrow, to be co-trustee with herself in the place of the plaintiff. The will contained no power for appointing new trustees, but Mrs. Walker purported to act under the provisions of section 10 of the Trustee Act, 1893. Owing to the estrangement between the parties the affairs of the trust were at a deadlock. The plaintiff by this summons asked the court to determine who were the present trustees of the will, and if it were held that Mrs. Walker and Mr. Barrow were such trustees, that he might be appointed a co-trustee with them. Mrs. Barrow and other parties interested afterwards issued a writ claiming (*inter alia*) the removal of the plaintiff from being a trustee and the appointment of new trustees. The plaintiff did not now ask the court to administer the estate, but submitted that the power to appoint under the Trustee Act, 1893, had not arisen and that the deed of the 1st of June, 1900, was bad. The respondents contended that the Act should not be construed too literally and that a merely temporary presence, without residence, in England was not enough to prevent the operation of section 10: *Re Moravian Society* (6 W. R. 851, 26 Beav. 101), *Re Arbib and Class's Contract* (39 W. R. 305; 1891, 1 Ch. 601), and *Re Stamford* (44 W. R. 249; 1896, 1 Ch. 288) were referred to.

Farwell, J., said that the point was short and, so far as he was aware, a novel one. Section 10 of the Trustee Act, 1893, in effect repeating a former enactment that was repealed, provided for the appointment of a new trustee "where a trustee . . . remains out of the United Kingdom for more than twelve months." In this case the plaintiff was out of the United Kingdom for twelve months prior to the 1st of June, 1899 (on which day Mrs. Walker purported to appoint the new trustee) but with the exception of one week. During that week he attended at the office of the solicitors and transacted business of the trust. His lordship said that he was unable to find as a fact that he was "out of the United Kingdom for more than twelve months," and therefore the power of appointment under the Act had not arisen and the appointment made by Mrs. Walker was not good. The plaintiff and Mrs. Walker remained and were the trustees of the will.—Counsel, *Jenkins*, Q.C., and *Fellows*; *Upjohn*, Q.C., and *Christopher James*. Solicitors, *Stibbard, Gibson, & Co.*; *Druces & Attlee*.

[Reported by W. H. Draper, Barrister-at-Law.]

Re **DOWSETT. DOWSETT** *v.* **MEAKIN.** Farwell, J. 7th and 8th Dec.

Will—Exercise of Special Power of Appointment—Ademption—Wills Act, 1837 (7 Will. 4 & 1 Vict. c. 26), s. 23.

This was an adjourned summons taken out to determine questions under a will dated the 10th of July, 1869, whereby the testator, John Dowsett, who died on the 11th of March, 1873, gave certain freehold houses, Nos. 149, 151, and 153, Cable-street, St. George's-in-the-East, upon trust as to one-third of the annual rents thereof for his daughter Maria Dowsett for life, and after her death and in default of her leaving issue as therein mentioned upon trust for such one or more of her brothers and sisters, nephews and nieces, as the said Maria Dowsett should by will appoint; and in default of such appointment the testator provided that the said one-third should fall into his residuary estate. By her will of the 8th of March, 1880, the said Maria Dowsett, in exercise of the power of appointment, devised the said share in the houses to the defendants in certain shares and manner. On the 8th of April, 1891, under the compulsory powers of the London and Blackwall Railway Co., the three houses were sold to the railway company for £5,600, which sum was then invested in other real estate. This property was afterwards, on the 11th of March, 1893, the subject of a decree made by Stirling, J., in a partition action, and by the chief clerk's certificate filed in that action on the 25th of January, 1894, a certain specified portion of this newly-acquired property was scheduled as representing the one-third share in the three houses therein named in which the testatrix had formerly had a life interest under the will of the testator. By a deed of the 26th of January, 1894 (to which the testatrix was a party) the then trustees of the will of the testator declared that they would stand possessed of the property scheduled as aforesaid upon the trusts of the will declared concerning the one-third share in the rents of the three houses. The testatrix died on the 21st of December, 1899, without issue and without having revoked or altered her said will. The question was whether the exercise of the power of appointment by the testatrix was of any, and what, effect; or whether the property scheduled as aforesaid ought now to be held by the trustees of the will of the testator on behalf of his residuary estate. On the one hand it was contended that it was a case of ademption of the gift within the meaning of section 23 of the Wills Act, 1837; in *Gale* v. *Gale* (4 W. R. 277, 21 Beav. 349), *Blake* v. *Blake* (15 Ch. D. 481), *Collinson* v. *Collinson* (24 Beav. 269), *Willett* v. *Finley* (29 L. R. Ir. 156, 497), and *Re Bagot's Settlement* (10 W. R. 607), (see also Farwell on Powers (2nd ed.), p. 217), it was a general power; a case of a special power was *Re Moses, Beddington* v. *Beddington* (W. N., 1900, p. 182). The property was altered by the testatrix's own act. On the other hand, it was said that the case of a special power was different from those where the power was general, especially where the trust is to re-settle and hold on the uses of the original trust: *Re Johnstone's Settlement* (28 W. R. 593, 14 Ch. D. 162) and *Cooper* v. *Martin* (16 W. R. 234, 3 Ch. 47).

Farwell, J., said that there was in his opinion in this case a failure of appointment by reason of ademption. The question was really one of construction, whether a testator had executed a power of appointment by giving particular property so as to pass that which from time to time represented it; had he used words which would include whatever might represent the property at the time of his death, or had he given it simply as it was at the date of his will? That, in his opinion, was the principle underlying the two decisions in *Gale* v. *Gale* and *Re Johnstone's Settlement* (*ubi supra*). In this case he found nothing but a bare description of the particular houses at the date of the will. As to the attempted distinction between general and special powers, that, in his opinion, was unsound. No such distinction was authorized by section 23 of the Wills Act, 1837, or suggested by common sense. The fact that a power was special might, no doubt, render it more simple under certain circumstances to trace the property subject to it, and so render it easier for the court to hold, on the construction of an ambiguous instrument of execution, that a testator had actually intended to appoint certain property in whatever shape it might exist at the date of his death. There was no other distinction in this respect between a general and special power. Twice, however, doubts had previously been, to some extent, expressed as to the authority of *Gale* v. *Gale* and similar cases. His lordship allowed the costs out of the estate.—Counsel, *J. M. Stone*; *R. J. Parker*; *F. Stallard*. Solicitors, *Stones, Morris, & Stone*; *Atkins & Welfare*.

[Reported by W. H. Draper, Barrister-at-Law.]

DOUGHERTY *v.* **OATES.** Buckley, J. 8th Dec.

Vendor and Purchaser—Conditions of Sale—Rescission—Misrepresentation—Onerous Covenants—Duty of Vendor to Disclose—"Freehold Building Land"—Covenant within Limited Time to Expend Specified Amount of Money on Building.

Action. Some time previously to the 13th of December, 1899, the two plots of land, hereinafter called Lot 2 and Lot 3, were advertised for sale by auction at Goole. The sale took place on the 13th of December, 1899, subject to certain particulars and conditions of sale. Such conditions included certain special conditions and also the general conditions of the Dewsbury County Court District Law Society. In the advertisements

prior to the sale, and in the particulars of sale, Lots 2 and 3 were described as freehold building land. The 8th special condition was as follows: Lots 2 and 3 are sold subject to certain reservations of mines . . . and also to certain other reservations, covenants, restrictions, and stipulations as to building, drainage, roads, carrying on trades, and other matters contained in the conveyance of such respective lots to Alfred Moffatt, dated the 1st and 2nd days of August, 1898, respectively, which conveyances are now produced; and the respective purchasers shall be deemed to have bought with full notice of the form, contents, and effect thereof, and the respective purchasers shall covenant to observe such covenants, restrictions, and stipulations, and the condition provided for their indemnifying the vendors from liability in respect thereof, and forbad objection being made on account of non-observance of any of them. The time limited by the conditions for requisitions was ten days, and time was to be of the essence of the contract. The conditions provided for the payment by the purchaser of a deposit, and for forfeiture of the deposit and resale in the event of his failing to comply with the conditions. It appeared that the special conditions were read out, and the conveyances of August, 1898, produced at the auction before the sale, the deeds being held up and shewn to the audience, but it did not appear that there was any disclosure demanded or made of particulars of the contents. The general conditions were taken as read. The auctioneer stated that the purchaser of Lot 3 would have the privilege of erecting an hotel, and plans for such, which had been prepared for Moffatt, were shewn. The plaintiff was the highest bidder for, and was declared the purchaser of Lots 2 and 3 at the price of £1,058 1s. 6d., and paid a deposit of £105 10s., and signed a contract at the foot of the particulars and conditions. The abstract of title was sent to the plaintiff on the 1st of January, 1900. On the 16th of January, 1900, the plaintiff's solicitors sent in requisitions on title, and asked for a copy of the contract and conditions of sale, which was sent to them. On the 23rd of January they raised the objection which led to this action being brought—viz., the plaintiff's position as purchaser under the conveyances of August, 1898. They found in the conveyances of August a covenant binding Moffatt, his heirs or assigns, within two years from that date to erect an hotel of a letting value of not less than £35 or two dwelling-houses of yearly value of not less than £25 each, and in the conveyance of the 2nd of August a similar covenant within two years from that date to expend £1,500 in erecting two dwelling-houses, and they insisted that these liabilities, which then remained unsatisfied, ought to have been disclosed at the sale. The vendor's solicitor relied on special condition 8 and on what took place at the sale as sufficient disclosure, and finally gave notice that the vendor would exercise the powers of forfeiture of the deposit and resale of the property unless the plaintiff completed his purchase. This action was thereupon brought for rescission of the contract on the ground of misrepresentation and for repayment of the deposit, and damages were also claimed. The defendants counterclaimed to exercise the above powers of forfeiture and resale and for damages.

BUCKLEY, J., said that this action was a result of the unfortunate practice which prevailed in some places of offering property for sale under conditions which were read at the auction, but not disclosed before the auction. In his opinion the plaintiff was entitled to relief. When the vendor described what he offered as freehold building land, the vendor implied, and the purchaser was entitled to believe, that the land was building land on which the purchaser could build at any time he thought proper, subject it might be to restrictions about roads, frontage, and the like, but not subject to a building obligation like that in the case before his lordship. The case was analogous to *Re Davis and Cavey* (37 W. R. 217, 40 Ch. D. 601), where property was put up for sale as business premises, and Stirling, J., held that the purchaser was entitled to have a property on which he could carry on business as he thought fit, and could not be forced to accept a property subject to restrictive covenants as to the carrying on of trade. There was a valuable passage as to the duty of disclosure in *Re White and Smith* (44 W. R. 424; 1896, 1 Ch. 637, 641), where, after reading a passage from *Reeve* v. *Berridge* (36 W. R. 517, 20 Q. B. D. 523, 527, 528), Stirling, J., said that it was *primâ facie* the duty of the vendor to disclose all that was necessary to protect himself, and not the duty of the purchaser to make inquiry before entering into a contract. The vendor no doubt might produce a deed, and say to the purchaser,—There is this deed affecting the property, look at it for yourself; and if the purchaser was given a fair chance of so doing he might be bound: *Blenkhorn* v. *Penrose* (29 W. R 237), *Cox* v. *Coventon* (10 W. R. 829, 31 Beav. 378). Had the plaintiff a fair opportunity of discovering what provisions the conveyances of August contained? His lordship referred to the rule laid down in *Hyde* v. *Warden* (26 W. R. 201, 3 Ex. D. 72), approved and followed in *Reeve* v. *Berridge*, and the conclusion of Stirling, J.'s, judgment in *Re White and Smith*, and said that a man had not a fair opportunity of ascertaining the contents of deeds if he came into the auction room not even knowing the deeds existed.—COUNSEL, *H. Terrell*, Q.C., and *Daniel Jones*; *Astbury*, Q.C., and *Brinton*. SOLICITORS, *Seaton F. Taylor*, for *E. & T. Clark*, Goole; *Chester, Broome, & Griffiths*, for *Ibberson*, Beckmondwike.

[Reported by J. F. WALEY, Barrister-at-Law.]

High Court—Queen's Bench Division.

THURSBY *v.* **ECCLES.** Bigham, J. 8th Dec.

STATUTE OF FRAUDS, s. 4—AGREEMENT TO RENT A FURNISHED FLAT—PAYMENT OF ONE WEEK'S RENT IN ADVANCE—BEFORE ENTRY DEFENDANT REPUDIATES CONTRACT—NO MEMORANDUM—ACTION NOT MAINTAINABLE.

Action set down under order 14 to recover rent of furnished flat. On the 17th of June, 1900, the plaintiff agreed with the defendant to let to the defendant the flat from the 25th of June to the 29th of September at the rent of £4 10s. a week, and the defendant paid a week's rent in advance. A dispute arose between the parties, and the defendant never took possession. He pleaded in defence to the action that the plaintiff could not recover, as there was no contract in writing to satisfy section 4 of the Statute of Frauds. For the plaintiff it was contended that the payment of a week's rent in advance was a sufficient part performance of the contract to satisfy the statute, and therefore no written memorandum was necessary. *Nunn* v. *Fabian* (L. R. 1 Ch. 35) was relied on.

BIGHAM, J., said the contract was one which fell within section 4 of the Statute of Frauds, and he thought the payment of a week's rent in advance clearly did not satisfy the proviso. It had been held that where the contract was for the sale of land, the payment of part of the price did not take the case out of the statute, and, indeed, it seemed that the payment of the whole price did not do so. He saw no difference between payment of part of the purchase-money and the payment of part of the rent, and therefore this action failed, and judgment would be entered for the defendant with costs.—COUNSEL, *Boydell Houghton*; *Cannot*. SOLICITORS, *Booth & Smee*; *Cunningham & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

DISCOVERY AGENCY (LIM.) *v.* **DRAKE.** Bigham, J. 8th Dec.

AGREEMENT—DISCOVERY AGENCY—CLAIM TO BE PAID ONE-THIRD OF PROPERTY DISCOVERED AND RESTORED.

Action set down under order 14. The plaintiff company sued to recover one-third the value of certain property which they alleged they had discovered and restored to the defendant. The plaintiffs' business was to discover property for other people and to receive for their services an agreed share of the property so discovered. In 1898, a Mr. Terrell, who acted for the company, was making inquiries on behalf of a client when he was led to believe that certain shares unclaimed for the last eighteen years in the Bank of Australasia were the property of the defendant. The share register indicated that no demand in respect of shares registered in the name of G. T. Drake (Bicester) had been made for some time. The plaintiffs communicated with the defendant, who had removed from Bicester, and after some correspondence the defendant agreed to pay them one-third of any property recovered by them for him in a letter dated the 1st of October, 1900, as follows: "I mean to keep the shares, so I have to-day been to the bank to inquire about the share certificate; they have given me a new one. I gave them instructions at the same time to pay the arrears of dividends to my bankers, and as soon as I hear from them that this has been done I propose to send you on behalf of your clients a cheque for £313 made up as follows: £116, being one-third of £348, the arrears of dividends, and £197, being one-third of the value of the eight shares at seventy-four." It was subsequently discovered that the share certificates were in the defendant's box at the bank, and he said that, although the plaintiffs were entitled to the one-third of the unclaimed interest on the shares, they were not entitled to one-third of the capital value of the shares also, because the certificates had never really been lost, as was supposed to be the case before they were found safe in his box at the bank.

BIGHAM, J., held that the clear words of the agreement in the letter of the 1st of October must be upheld. He did not agree that because the defendant subsequently discovered the certificates the shares were not restored by the plaintiffs within the meaning of that agreement, and he accordingly gave judgment for the plaintiffs for £197, in addition to the £116 paid into court by the defendant.—COUNSEL, *Jelf*, Q.C., and *Pollard*; *James Fox*. SOLICITORS, *A'Becket, Terrell, & Co*; *Hughes & Masterman*.

[Reported by ERSKINE REID, Barrister-at-Law.]

MACAN *v.* **MACAN.** Bigham, J. 8th Dec.

HUSBAND AND WIFE—SEPARATION DEED—WEEKLY ALLOWANCE IN ARREAR—RESUMPTION OF COHABITATION—SUBSEQUENT SEPARATION—RIGHT OF WIFE TO SUE FOR ARREARS PRIOR TO RECONCILIATION.

Action set down under order 14 to recover arrears of instalments under a separation deed, and the question was whether a reconciliation deprived the wife of the right to claim arrears. The parties agreed to live apart under a deed of separation by which the plaintiff was to receive a weekly allowance. After a time they came together again, but had recently again separated. At the time of the resumption of co-habitation the husband was twenty-six weeks in arrears with his payments. The plaintiff contended that though the resumption of co-habitation put an end to the deed it did not deprive her of the right to sue for the instalments due at the time she returned to her husband. The husband in his defence pleaded that the reconciliation put an end not only to the deed, but extinguished the plaintiff's right to sue for instalments due prior to the reconciliation.

BIGHAM, J., held the subsequent cohabitation did not amount to an accord in satisfaction of the breach of covenant. *Rowell* v. *Rowell* (1900, 1 Q. B. 9) was distinguishable from the present case. There the money had become due after the cohabitation had been resumed. Judgment, therefore, for the plaintiff.—COUNSEL, *Lynch*; *Ellis Hill* and *C. E. Jones*. SOLICITORS, *Ewbank, Partington, & Lewis*; *C. W. Saffell*.

[Reported by ERSKINE REID, Barrister-at-Law.]

Solicitors' Cases.

Re **KERLY AND OTHERS (SOLICITORS).** Farwell, J. 7th Dec.

PRACTICE—SOLICITOR'S UNDERTAKING TO ENTER APPEARANCE IN LIEU OF SERVICE OF WRIT—DELAY EXCEEDING TWELVE MONTHS—AUTHORITY OF CLIENT TO SOLICITOR—WRIT OF ATTACHMENT—R. S. C. VIII. 1, IX. 1, XII. 18.

This was a motion for an order that Mrs. A., the plaintiff in an action

of *Anderson* v. *Tarbutt and Quentin*, might be at liberty to issue a writ or writs of attachment against a firm of solicitors and its members under R. S. C. ord. 12, r. 18, for not entering an appearance in the action in pursuance of their written undertaking to do so. The motion was purely formal, there being no suggestion of any improper conduct upon the part of the firm. The writ in the action was issued on the 23rd of February, 1899, and by it the plaintiff, as executrix of Mr. A. deceased, claimed (*inter alia*) an account of profits made by the defendants T. and Q. on the resale by them of certain property purchased or agreed to be purchased by them and resold to the Nigel Deep Gold Mining Co. The writ was endorsed with the following memorandum: "We accept service for the defendants Tarbutt and Quentin and will enter appearance in due course. Kerly, Son, & Verden, 24.2.99." Various negotiations for a settlement took place, and, owing to some of the parties concerned being resident in Johannesburg, by consent the time for entering appearance was extended until the 30th of April, 1899. Nothing more appeared to have done until October, 1900, when the negotiations were put an end to by the refusal of the plaintiff to accept an offer which had been made by the defendants on the 24th of February, 1899. The plaintiff's advisers then called upon Messrs. Kerly, Son, & Verden to enter an appearance for the defendants pursuant to their undertaking. Correspondence ensued, the result of which was that the respondents contended that, owing to the time that had elapsed, the action had expired, and their undertaking had ceased to be binding upon them. The respondents having refused to perform their undertaking, this motion was launched with the object of compelling them to do so. In answer to the motion, they said that they had applied to their clients for instructions as to entering an appearance for them, and the clients had informed them that in view of the long delay on the part of the plaintiff, they regarded the action as at an end, and directed the respondents not to enter such appearance. They also stated that since the service of the notice of motion the defendants had, at their request, instructed them to do what the court thought fit under the circumstances to direct. It appears that the real object of the refusal of the defendants to allow appearance to be entered was to oblige the plaintiff to commence another action, to which they would be able to plead the Statute of Limitations, as the original cause of action arose in 1893 or early in 1894. The real question was, what period of time was sufficient to put an end to the solicitor's undertaking; it depended to some extent upon ord. 8, r. 1, which provides that no writ of summons shall be in force for more than twelve months from the date thereof, but that under circumstances it may be renewed by the leave of the court; and upon ord. 9, r. 1, which provides that no service of writ shall be required when the defendant by his solicitor undertakes in writing to accept service and enters an appearance in writing. For the respondents it was submitted that the plaintiff, after allowing so much time to go by, must put them into a position to perform the undertaking; and that as the limit for the service of a writ is one year from the date of the writ, that limit must be taken to apply to the performance of a solicitor's undertaking which is in lieu of personal service.

FARWELL, J., after referring to the facts, said that if the writ were to be treated as having lapsed now, in all probability a new writ would be met by a plea of the Statute of Limitations, which did not appear to apply to the cause of action under the present writ. It was said first on behalf of the solicitors that, having regard to ord. 8, r 1, no writ now existed. In his lordship's opinion that rule meant that the writ was in force for the purposes of service for twelve months, not that after that period it ceased to be efficacious for any purpose whatever. So far as the first point was concerned, therefore, it was not sound. The real question was, what was the effect of the undertaking to enter an appearance? His lordship then referred to ord. 9, r. 1, and said that the object of that rule was to provide for the case of persons who did not desire to be served personally. The undertaking was really a contract entered into by an agent, but differing from an ordinary contract in this, that there was a liability on the part of the agent to a motion for attachment in the event of his failing to perform it. In his lordship's opinion the contract was binding for the period of six years. The defendants had given the solicitors authority. It was in reality their contract, and they could not now withdraw their authority and so render their agents liable to imprisonment. The real answer on the question of delay was that either party was in a position to put an end to it at any time. There was no equity on one side or the other. It was a mere question of the effect of the rules and the construction of the contract. The applicants were entitled to succeed.—COUNSEL, *Upjohn*, Q.C., and *Gore Brown*; *Jenkins*, Q.C., and *Kerly*. SOLICITORS, *Loughborough, Gedge, Nisbet, & Drew*; *Kerly, Son, & Verden*.

[Reported by W. H. DRAPER, Barrister-at-Law.]

At the Mansion House police-court on Tuesday, Mr. John Greenfield, a solicitor, underwent a final examination on a charge of having appropriated to his own use certain moneys entrusted to him by Miss Eliza Killington. The Lord Mayor committed the defendant for trial, admitting him for bail.

Lady barristers in Paris, says the Paris correspondent of the *Daily Express*, are not likely to remain long in a briefless condition. A burglar, on being told by the judge that he might choose his own advocate, replied: "Well, I take Mlle. Chauvin." "Mlle. Chauvin is not yet sworn in," said the judge. "Mme. Petit, then." "Mme. Petit, although sworn in, is not yet eligible to plead." "All right, I can wait till she is able to take my case." And, exercising his right, the prisoner refused to be tried till he could be represented by his fair counsel.

NEW ORDERS, &c.

COUNTY COURTS, ENGLAND.

Procedure.

THE COUNTY COURT RULES (NOVEMBER), 1900, DATED NOVEMBER 27, 1900.

These Rules may be cited as the County Court Rules (November), 1900, or each Rule may be cited as if it had been one of the County Court Rules, 1889, and had been numbered therein by the number of the Order and Rule placed in the margin opposite each of these Rules.

An Order and Rule referred to by number in these Rules shall mean the Order and Rule so numbered in the County Court Rules, 1889, or in any County Court Rules of subsequent date, as the case may be.

These Rules shall be read and construed as if they were contained in the County Court Rules, 1889. The forms in the Appendix shall be used as if they were contained in the Appendix to the County Court Rules, 1889, and when it is so expressed shall be used instead of the corresponding forms contained in such last-mentioned Appendix, or in the Appendix to any County Court Rules of subsequent date, as the case may be.

Where any Rule or form hereby annulled is referred to in any of the County Court Rules, 1899, or in any County Court Rules of subsequent date, or the Appendices thereto, the reference to such Rule or form shall be construed as referring to the Rule or form prescribed to be used in lieu thereof.

ORDER X.

SPECIAL DEFENCES.

1. *Amendment of Order X., Rule* 18*a*.] The following words shall be inserted in Order X., Rule 18*a*, after the words "set forth," viz.:—

(except in the case provided for by Rule 14*a* of this Order).

ORDER XI.

CLAIM FOR CONTRIBUTION, INDEMNITY, &c.

2. *Amendment of Order XI., Rule* 1.] The following paragraph shall be added at the end of Order XI., Rule 1, viz.:—

(2.) Where the original action has been commenced by default summons, the defendant shall not be entitled to serve a notice under this rule before he gives notice of intention to defend; and on the filing of the notice the registrar shall seal and deliver to the defendant a duplicate of the notice of the day on which the action will be tried, and the defendant shall serve the same with the notice of his claim.

ORDER XII.

INTERLOCUTORY AND INTERIM ORDERS AND PROCEEDINGS.

3. *Order XII., Rule* 10*a*. *Application for order that loss of bill shall not be set up.*] An application under section 70 of the Bills of Exchange Act, 1882 [45 & 46 Vict. c. 61, s. 70], in any action or proceeding upon a bill, for an order that the loss of the instrument shall not be set up, may be made to the judge or registrar at any time before the hearing of the action, on notice in writing in accordance with the next following rule, supported by affidavit, a copy of which shall be served with the notice. If not so made, it may, by leave of the judge, be made at the hearing. In dealing with any such application, the judge or registrar shall be taken into consideration any offer of indemnity proved to have been made on behalf of the applicant, and may grant the application upon such terms as to payment of costs by the applicant, postponement of the trial, and otherwise, as may be just.

Order XII., Rule 12, from the words "no hearing fee" to the end of the rule, is hereby annulled, and the following rule, Order XII., Rule 16, shall stand in lieu thereof:—

4. *Order XII., Rule* 16. *Provisions as to hearing fee in case of adjournment.*] No hearing fee shall be taken where the trial of any action or matter is postponed or adjourned once before the action or matter is called on for hearing, or after it is called on, but before it is opened; but if a second postponement or adjournment is granted, or an adjournment is granted after an action or matter has been called on for hearing and opened, the hearing fee must be paid.

ORDER XVII.

CHANGE OF PARTIES.

5. *Order XVII., Rule* 2 (2). *Provision for cases where change of plaintiff's title affects more actions than one. Form* 112*a*.] The following paragraph shall be added to Order XVII., Rule 2, viz.:—

(2.) Where, by reason of one and the same event, any person becomes entitled to give notice under the last preceding rule in more actions or matters than one, such person may give one notice only in respect of all or any of such actions or matters, specifying in a schedule to such notice all the actions or matters in respect of which such notice is given; and in serving a copy of such notice on any defendant in any such action or matter, it shall be sufficient to set forth such part only of such notice as affects such defendant, without setting forth the rest of such notice.

ORDER XXIII.

JUDGMENTS AND ORDERS.

6. *Order XXIII., Rule* 8*b*. *Order for payment of money recovered, and of costs to be taxed.*] Where judgment is given or an order made for the recovery or payment of a sum of money exceeding twenty pounds and costs, such judgment or order may direct such sum of money to be paid forthwith or within fourteen clear days from the date of the judgment or order, and may direct the costs to be taxed and paid forthwith or within fourteen clear days after taxation.

ORDER XXV.

Enforcement of Judgments and Orders.

7. *Order XXV., Rule 7a. Separate executions for money recovered and for costs.* (Conf. *R.S.C., Order XLII., Rule* 18.)] Where judgment is given or an order made for the recovery or payment of a sum of money exceeding twenty pounds and costs, and directs such sum of money to be paid forthwith or within fourteen clear days from the date of the judgment or order, and the costs to be taxed and paid forthwith or within fourteen clear days after taxation, a warrant of execution may, in default of payment, issue for the recovery of the sum and costs after the latter have been taxed: or, if default is made in payment of the sum of money before the costs have been taxed, separate warrants may issue for the recovery of such sum on default in payment thereof and for the recovery of the costs after the same have been taxed and default has been made in payment thereof; but a second warrant shall only be for costs, and shall not be issued before the expiration of eight days from the issue of the first warrant.

8. *Order XXV., Rule 10b. Joinder of several actions or persons in one application, and notice of order thereon. Forms* 115a (1), 115b (1).] Where, in any case mentioned in the two last preceding rules, a party alleges himself to be entitled by reason of one and the same change or other cause to enforce the judgments or orders in more actions or matters than one, or to enforce a judgment or order against more persons than one, he may make one application only for leave to issue the necessary process in all or any of such actions or matters, or against all or any of such persons, specifying in a schedule to such application all the actions or matters in respect of which such application is made, or all the persons in respect of whom such application is made; and one order only may be made on such application in respect of all or any of such actions or matters, or all or any such persons; and in serving notice of any such order on any person affected thereby, it shall be sufficient to set forth such part only of such order as affects such person, without setting forth the rest of such order.

9. *Order XXV., Rule 21a. Hearing fee in case of adjournment.*] The following words shall be added to Order XXV., Rule 21*a* (Rule 34 of May, 1899), viz.:—

The provisions of Order XII., Rule 16, as to the hearing fee in case of adjournment, shall apply to the adjournment of the hearing of a judgment summons.

ORDER XXXVIIIa.

Proceedings in Appeals under the Finance Act, 1894, Section 10.

10. *Order XXXVIIIa., Rule* 11. *Proceedings for determination of disputes under* 57 & 58 *Vict. c.* 30, *s.* 14.] Proceedings for the determination of a dispute as to the proportion of estate duty to be borne by any property or person under section 14 of the Finance Act, 1894, shall be commenced by plaint and summons in the ordinary way, in which the person claiming to recover the amount in dispute shall be plaintiff, and the person resisting such payment shall be defendant. Particulars of demand shall be filed in every such proceeding, and shall state concisely the nature of the dispute and the relief or order which the plaintiff claims.

ORDER XXXIXa.

The Merchant Shipping (Pilotage) Act, 1889 (52 & 53 Vict. c. 68.)

11. *Order XXXIXa., Rule* 7. *References in Order XXXIXa. how construed.*] References in this Order to Merchant Shipping (Pilotage) Act, 1889, shall be read and construed as referring to the corresponding provisions of the Merchant Shipping Act, 1894 [57 & 58 Vict. c. 60.]

XXXIXb.

Admiralty Actions.

Execution against Vessel.

12. *Amendment of Order XXXIXb., Rule* 40. *Remuneration of appraiser.*] Order XXXIX*b.*, Rule 40, from the words "The appraiser shall be allowed" to the end of the rule, is hereby annulled, and the following words shall stand in lieu thereof:—

The appraiser shall be allowed such remuneration and expenses as may be prescribed by any Order as to fees made pursuant to section 165 of the Act. In default of any remuneration being so prescribed, he shall be allowed 10s. per cent. on the appraised value of the vessel, and a reasonable sum for travelling expenses and maintenance.

ORDER XLa.

The Agricultural Holdings (England) Acts, 1883 to 1900, &c.

Order XLa.—Order XL., and Forms 311*a*, 312, and 312*a*, are hereby annulled, and the following Order and forms shall stand in lieu thereof:—

13. *Rule* 1. *Appointment or change of guardian for purpose of Agricultural Holdings Acts.*] (1.) An application for the appointment or change of a guardian of an infant or person of unsound mind not so found by inquisition for the purposes of the Agricultural Holdings (England) Acts, 1883 [46 & 47 Vict. c. 61 s. 25] to 1900 (in this Order referred to as the said Acts), shall be intituled in the matter of the Acts and of the arbitration or intended arbitration, and shall be made in accordance with the rules for the time being in force as to interlocutory applications.

(2.) *Affidavit* (Conf. *Forms* 64*a*, 64*b*.)] Any such application shall be supported by affidavit, and accompanied by a written consent of the proposed guardian to act as such.

(3.) *Applications ex parte.*] An application on behalf of an infant or person of unsound mind for the appointment of a guardian may be made ex parte.

(4.) *Application on notice.* (Conf. *Order VIIa., Rule* 1 (5), *and Forms* 64*a*, 64*f*, 64*g*.)] An application by any other person interested for the appointment of a guardian of an infant or person of unsound mind shall be made to the judge on notice in writing; and woman, shall be made to the judge on notice in writing; and such notice, together with a copy of the affidavit in support of the application, shall three clear days at least before the day in such notice named for hearing the application be served on the person with whom or under whose care such infant or person of unsound mind is residing, and also, in the case of an infant not residing with or under the care of his father or guardian, on the father or guardian (if any) of such infant: Provided, that the registrar may dispense with such last-mentioned service. Service may be effected in accordance with the provisions of section 28 of the Agricultural Holdings (England) Act, 1883 [46 & 47 Vict. c. 61, s. 28].

(5.) An application for the removal or change of a guardian shall be made to the judge on notice in writing, which shall be served on the guardian proposed to be removed or changed, or his solicitor, in accordance with the last preceding paragraph.

14. *Rule* 2. *Application for order to state case.* 63 & 64 *Vict. c.* 50, *Sched.* 2, *Part* 1, *par.* 9. *Form* 311*b*.] (1.) An application to the judge under the said Acts for an order directing an arbitrator to state in the form of a special case for the opinion of the court any question of law arising in the course of the arbitration shall be made in court on notice in writing, which shall be intituled in the matter of the Acts and of the arbitration, and shall state concisely the question of law which the applicant desires to be stated for the opinion of the court, and shall be supported by an affidavit setting forth the facts of the case and the question of law arising thereon.

(2.) The application and affidavit shall be filed with the registrar, and shall be marked by the registrar with a reference number, and all subsequent proceedings shall bear the reference number.

(3.) Copies of the application and affidavit shall be served by the applicant on the parties to the arbitration, and on the arbitrator, or on their respective solicitors (if any), ten clear days at least before the hearing of the application, unless the judge or registrar shall give leave for shorter service, in which case a copy of the order giving such leave shall be served with the copy of the application. Such service may be effected in accordance with the provisions of section 28 of the Agricultural Holdings (England) Act, 1883 [46 & 47 Vict. c. 61, s. 28]; and service on any party who does not appear on the hearing of the application shall be proved before an order is made.

(4.) Any affidavit intended to be used by any party in opposition to the application shall be filed and a copy thereof shall be served on the applicant or his solicitor four clear days at least before the hearing of the application, or, if leave has been given for short service of the notice of the application, in such reasonable time before the hearing as the date of service of such notice will allow.

(5.) A deponent to an affidavit shall on notice from the other side served in accordance with paragraph 3 attend the hearing for cross-examination; and witnesses may be orally examined on the hearing of the application in the same manner as on the hearing of an action.

(6.) The order of the judge on the application shall be settled and signed by the registrar, and shall be sealed and filed, and signed copies thereof shall be served on the arbitrator in accordance with the provisions of section 28 of the Agricultural Holdings (England) Act, 1883 [46 & 47 Vict. c. 61, s. 28] and all other persons affected thereby in accordance with Rule 5 of Order XXIII.

15. *Rule* 3. *Statement of case.* 63 & 64 *Vict. c.* 50, *Sched.* 2, *Part* 1, *par.* 9. (Conf. *R.S.C. Order XXXIV., Rule* 1.)] (1.) Where an arbitrator under the said Acts states in the form of a special case for the opinion of the court any question of law arising in the course of the arbitration (whether on his own motion or in pursuance of a direction of the court to that effect), such case shall be intituled in the matter of the Acts and of the arbitration, and shall be divided into paragraphs numbered consecutively and shall state concisely such facts and documents as may be necessary to enable the judge to decide the questions of law raised thereby. Upon the argument of such case the judge and the parties shall be at liberty to refer to the whole contents of such documents, and the judge shall be at liberty to draw from the facts and documents stated in the case any inference, whether of fact or of law, which might have been drawn therefrom if proved at the hearing of an arbitration.

(2.) *Signing and filing.*] Such special case shall be signed by the arbitrator, and may be filed by the arbitrator or any of the parties to the arbitration with the registrar, and a copy shall be filed therewith for the use of the judge; and such case shall be marked by the registrar with a reference number (which, where a case is stated in pursuance of an order of the court to that effect, shall be the same as that on the application for such direction) and all subsequent proceedings shall bear the reference number.

(3.) *Fixing day for hearing.* (*Order XL., Rule* 5.) (Conf. *R.S.C., Order XXXIV., Rule* 6.) *Form* 311*c*.] On a case being filed the registrar shall transmit a copy thereof to the judge, who shall, as soon as conveniently may be, appoint a day and hour for hearing the case, and instruct the registrar to give notice thereof forthwith to the parties. Such day shall be so fixed as to allow such notice to be given ten days at least before the day fixed for the hearing, unless the judge shall, with the consent of all parties, fix an earlier day; and such notices may be served in accordance with the provisions of section 28 of the Agricultural Holdings (England) Act, 1883 [46 & 47 Vict. c. 61, s. 28].

(4.) *Copies of case.*] The registrar shall, on the application and at the cost of any party, furnish him with a copy of the case.

(5.) *Order on hearing. Form* 311*d*.] On the hearing of the case an order in accordance with the opinion of the judge shall be settled and signed by the registrar, and shall be sealed and filed, and signed copies thereof shall be served on all parties to the arbitration in accordance with Rule 5 of Order XXIII.; and a signed copy thereof shall be sent in like manner to the arbitrator, for him to proceed in accordance with the opinion of the judge.

(7.) *Remitting case for re-statement.*] The judge may remit the case to the arbitrator for re-statement or further statement.

16. *Rule* 4. *Application for removal of arbitrator, or to set aside award.* 63 & 64 *Vict. c.* 50, *Sched.* 2, *Part* 1, *pars.* 6, 13.] (1.) When application is made to the court under the said Acts for the removal of an arbitrator on the ground of his misconduct, or for an order setting aside an award on the ground of misconduct of the arbitrator, or on the ground that the arbitration or award has been improperly procured, the party making the application shall be called "the applicant"; and all other parties to the arbitration, and the arbitrator, shall be made parties to the application, and shall be called "the respondents."

(2.) *Proceedings, how commenced. Form* 311*e.*] Proceedings shall be commenced by filing an application, intituled in the matter of the Acts and of the arbitration, which shall be entered and numbered as a plaint.

(3.) *Particulars and affidavits.*] Particulars shall be appended or annexed to the application, containing

(*a*) A concise statement of the relief or order which the applicant claims, and of the grounds on which the application is made:

(*b*) The full names and addresses of the respondents and of the applicant, and of his solicitor, if the proceedings are commenced through a solicitor:

and the application shall be supported by an affidavit setting forth the circumstances in which and the grounds on which the application is made.

(4.) *Copies for judge and respondents.*] The applicant shall deliver to the registrar with the application, particulars, and affidavit a copy thereof for the judge, and a copy for each respondent to be served; and where the application is to set aside an award, the applicant shall file a copy of the award for the use of the judge.

(5.) *Fixing day of hearing by registrar.*] On the filing of the application the registrar shall fix the hearing thereof before the judge for any court appointed to be held within twenty-eight days from the date of the application, but the date of hearing shall be so fixed as to allow the copies of the application, particulars, and affidavit to be served on the respondents at least ten clear days before the date so fixed.

(6.) *Fixing day and place of hearing by judge.*] If there is no such court available, the registrar shall send notice of the application to the judge, who shall, as soon as conveniently may be, appoint a day and place for the hearing of the application. Such day shall be so fixed as to allow the copies of the application, particulars, and affidavit to be served on the respondents at least ten clear days before the date so fixed. The place of hearing shall be the place at which the court is held, or, if the judge so orders any other convenient court of which he is judge.

(7.) *Notice to parties. Forms* 311*f*, 311*g.*] On the day for the hearing of the application being fixed, the registrar shall give or send by post notice in writing to the applicant, stating the place at which and the day and hour on and at which the application will be heard, and shall issue the copies of the application, particulars, and affidavit, under the seal of the court, for service on the respondents, together with notices signed by the registrar himself and under the seal of the court, stating the place at which and the day and hour on and at which the application will be heard, and that if the respondents do not attend in person or by their solicitors, such order will be made and proceedings taken as the judge may think just and expedient.

(*To be continued.*)

HIGH COURT OF JUSTICE.

CHRISTMAS VACATION, 1900.

Notice.

There will be no sitting in court during the Christmas Vacation.

During the Christmas Vacation all applications "which may require to be immediately or promptly heard" are to be made until Monday, December 31st inclusive, to the Honourable Mr. Justice Farwell, and after that date to the Honourable Mr. Justice Buckley.

Mr. Justice Farwell will act as Vacation Judge from Saturday, December 22nd, to Monday, December 31st, both days inclusive. His lordship will sit in Queen's Bench Judges' Chambers on Friday, December 28th. On other days, within the above period, applications in urgent matters may be made to his lordship by post or rail.

Mr. Justice Buckley will act as Vacation Judge from Tuesday, January 1st, 1901, to Thursday, January 10th, both days inclusive. His lordship will sit in Queen's Bench Judges' Chambers on Friday, January 4th. On other days, within the above period, applications in urgent matters may be made to his lordship by post or rail.

In any case of great urgency the brief of counsel may be sent to the Judge by book-post or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the judge for the time being acting as Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

The chambers of Mr. Justice Cozens-Hardy (Division G. to N.) will be open for vacation business only, from 10 to 2 on Thursday, December 27; Friday, December 28, 1900; Tuesday, January 1; Wednesday, January 2; Thursday, January 3, and Friday, January 4, 1901.

Chancery Registrars' Office, Royal Courts of Justice,
December, 1900.

LAW SOCIETIES.

LAW ASSOCIATION.

A meeting of the directors was held at the hall of the Incorporated Law Society on Thursday, the 6th inst., Mr. F. Foss in the chair. The other directors present were Mr. T. Dolling Bolton, M.P., Mr. A. C. Cronin, Mr. S. J. Daw, Mr. H. C. Nisbet, Mr. R. H. Peacock, Mr. R. J. Pead, Mr. Sidney Smith, Mr. A. Toovey and Mr. J. Vallance. A sum of £116 was distributed in grants of relief, two new members were admitted to the association, and other general business transacted.

UNITED LAW SOCIETY.

Dec. 10.—Mr. R. C. Nesbitt in the chair.—Mr. E. F. Spence moved: "That all assaults with violence should be punishable with flogging." Mr. Neville Tebbutt opposed. There also spoke: Messrs. A. A. Tayler, R. E. B. Haydn, C. Kains-Jackson, J. F. W. Galbraith, C. H. Hicks, A. W. Marks, and P. B. Walmsley. The motion was carried. On Monday next Mr. P. B. Walmsley will move: "That the House condemns the prohibition by the Legislature of women from sitting as members of the new borough councils." Mr. J. R. Yates will oppose.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 12th inst., Mr. T. Musgrave Francis (Cambridge) in the chair. The other directors present were: Messrs. H. Morten Cotton, W. Geare, Samuel Harris (Leicester), Augustus, Helder, M.P. (Whitehaven), John Hollams, Richard Pennington, J.P., Sidney Smith, Richard W. Tweedie, and J. T. Scott (secretary). A sum of £325 was distributed in grants of relief, eight new members were admitted to the association, and other general business transacted.

PAPER OR PARCHMENT FOR PROBATES.

THE following letter has been addressed by the Council of the Incorporated Law Society to the Provincial Law Societies: With reference to the communication which you recently made to the Council on the subject of the proposed new regulation making it compulsory to use special paper instead of parchment for probates of wills and letters of administration with will annexed, I beg to inform you that the Council made a strong representation to the Probate Division to the effect that it appeared to the Council and to a large number of the provincial law societies that, having regard to the exceptional wear and tear to which those documents are subjected in their frequent use, and by reason of their frequent transmission by post to and from banks, and public companies, &c., it is of great importance that the material used should be as indestructible, and as free from risk of becoming torn or mutilated as possible. The Council therefore urged that the use of paper or parchment should at all events be at the option of applicants. It was pointed out that no reason whatever had been adduced for the change.

The Council now regret to find that the proposed new rule is adhered to and will come into operation on the 1st of January next. It appears from the *Times* of the 4th of December that in making an announcement to this effect in court the President of the Probate Division stated as a reason, and apparently the only one, for the change, that a saving of expense would be effected by the substitution of paper for parchment. The saving will of course be dearly bought if the fears of the profession should be realized and it should be found that probates engrossed on paper will not stand the necessary wear and tear, and it seems to the Council that, inasmuch as the expense falls upon those who take out the probates, &c., there is no reason why they should not be allowed to determine for themselves whether to use paper or parchment. The President stated that the paper intended to be used would be found as durable as parchment, and for all practical purposes equally tough. An examination of the material by the Council does not satisfy them that this will be so.

It was pointed out by the Council that many practitioners have stocks of parchment prepared for probate engrossments of wills which would be wasted, and the President is reported to have stated that to meet this objection parchment would not for the present be refused, but it will be observed that the official notice merely says that *for the present* a parchment engrossment will not be refused if it is desired for *any special reason*. It will be observed, however, that even this slight concession to the views of the profession applies only to the engrossment of the *will* and not to the *grant*, which latter *must* be on the prescribed paper, and inasmuch as the parchment engrossment if used will have to be attached to the paper grant—the latter forming the outside sheet—it is to be feared that the risk of tearing will be increased by this arrangement.

It appears to the Council that in such a matter the wishes of practitioners and their clients might well have been allowed to prevail, and that the change, in spite of the representations made as to those wishes, is to be regretted.

At the sitting of the Central Criminal Court on Monday, the cases of Mr. B. G. Lake and Messrs. Sismay & Arnold were postponed until the next sessions. The Recorder said it must be quite understood that those cases would be tried at the next sessions. Mr. Justice Wills would attend specially at the next sessions to hear them.

LEGAL NEWS.

OBITUARY.

Mr. R. G. Glenn, LL.B., barrister, died on Saturday. He was educated at Cambridge and was called to the bar in 1867 and was, a few years ago, appointed the first Recorder of Croydon. He was the author of "A Manual of the Laws Affecting Medical Men."

CHANGES IN PARTNERSHIPS.

Dissolutions.

George Kebbell and George Munro Miller, solicitors (George Kebbell & Miller), 85, Gracechurch-street, London. Dec. 7.

John Whitham and Brian Newell Hebden, solicitors (Whitham & Hebden), Ripon. Nov. 1. [*Gazette*, Dec. 7.

GENERAL.

Mr. Justice Phillimore has been absent from court owing to indisposition during some days of this week.

Replying to the request of the Richmond Town Council for the immediate establishment of a county court at Richmond, the Lord Chancellor, says the *St James's Gazette*, has intimated that it is in contemplation instead to replace the present Wandsworth County Court by a large and central one at Clapham Junction, which would cover a wider district and hold much more frequent sittings than would be possible at local courts.

A Babu counsel, says the *Globe*, lately pleaded before an Indian judge in these words: "I stand," he said, "under the shoes of my client, and I cannot allow my enemy to raise a castle in the air by beating about the bush." The client in question was a poor widow, "with only one post-mortem son," and she had been deprived by the other party to the suit of "valuable leather—the leather of her nose." The poor old woman had previously had a terrible tanning.

An Iowa attorney, says the *Central Law Journal*, advertises himself as follows: "Am the legal redheaded Napoleon of the slope. Have no Waterloos. Freckled somewhat, but temperate, steady. Paradise to me is a lawsuit at white heat. Always legally armed and in the saddle. References given. A willing payer is nature's noblest effort. Practise in every court in the western hemisphere; perfect titles, and buy and sell mortgages, make loans and collections."

Mr. Justice Day, says the *St. James's Gazette*, was sitting very late at assizes one night, and the members of the bar became restless as the night wore on and the judge shewed no sign of leaving the court. At last a daring barrister handed a slip of paper to Mr. Justice Day, who smiled on reading it and at once announced that the court was adjourned. The note ran:—

> Try men by night! my lord, forbear;
> Think what the wicked world will say,
> Methinks I hear the rogues declare
> That justice was not done by Day.

At the Leeds Assizes, on Friday in last week, before Wright, J., William George Collingwood, solicitor, pleaded guilty to forging the endorsement on a banker's cheque for £6,500, and also to stealing the cheque, it being the property of the Lord Mayor, aldermen, and citizens of Sheffield, and to other charges of larceny. The various charges against the prisoner, says the *Times* related to transactions extending over the period from the 21st of December, 1898, to May, 1900. It was stated that the prisoner qualified as a solicitor in 1890, when he became conveyancing clerk to the town clerk of Cardiff. In 1893 he got into practice at Bristol, and eventually obtained employment in the office of the town clerk at Sheffield. The learned judge said that the case was a very serious one, and sentenced the prisoner to seven years' penal servitude.

Mr. W. J. Faraday, writing to the *Times* as a person who has had considerable experience as a juryman, county court, common, special, and even grand, says that "It is not unusual to adjust differences of opinion on damages by averaging, and it is, of course, theoretically possible that the items contributed might vary from £780, or less, to £10,000, or more. But there is always, according to my experience, a preliminary discussion which discloses the ideas of the extreme men; and the probability will be that the eleven moderate men would make reductions in their own contributions to the average so as to counterbalance the erratic influence of the too sympathetic man. But during the present year I have served on several special juries in more than one part of the County Palatine, the defendants being invariably representatives of very large capitalist enterprises, and the claims for considerable sums. Yet in the whole series of cases the greatest difference between the *minimum* and *maximum* proposal in any average was only £200."

More than one law, it seems, says the *St. James's Gazette*, has been passed without the provision of the machinery to carry it out. One of the Acts of the last Parliament, affecting every farmer in England, entails upon county councils the duty of issuing licences and registration plates for certain agricultural machinery, but the new law was in operation three months before the Local Government Board woke up to the fact and notified the county councils of their new duties. Thousands of farmers were put between the devil and the deep sea—liable to prosecution for not holding licences which were not in existence! Licences were got ready as soon as possible, but for twelve weeks nearly every farmer in England was breaking the law without anybody being able to punish him. It was the same with the Inebriates Act, which established homes to be carried on under Home Office regulations. When the magistrates began to set the law in motion it was suddenly discovered that these regulations were missing, and for months offenders had to be acquitted, sometimes after conviction, because the law could not be put in force.

The case of *Jackson* v. *Jackson*, recently decided by the Court of Appeals of Kentucky, is, says the *Central Law Journal*, an amusing example of the length to which counsel in vigorously contested criminal cases will go in sensational appeals and arguments to the jury. It appeared that one of the attorneys for the Commonwealth, during his argument, laid down upon the floor and hallooed at the top of his voice: "Dan Owens, come here and strike me with that club!" and called upon others to come and strike him with a "board heart." The Court of Appeals, while of the opinion that this was an unusual position for counsel to assume in arguing to a jury, said that the court could not attempt, in a matter of that kind, to regulate counsel in his effort to demonstrate a proposition, or to call vividly before a jury facts which he believes the testimony establishes; that the court could not regulate counsel in the argument of a case in the manner of gestures and attitudes, nor direct when he should modulate his voice or increase its tone, and therefore they did not believe that any error was committed at the trial prejudicial to the substantial rights of the appellant.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, Dec. 17	Mr. Greswell	Mr. Farmer	Mr. Lavie
Tuesday 18	Church	King	Carrington
Wednesday 19	Greswell	Farmer	Lavie
Thursday 20	Church	King	Carrington
Friday 21	Greswell	Farmer	Lavie
Saturday 22	Church	King	Carrington

Date.	Mr. Justice Cozens-Hardy.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.
Monday, Dec. 17	Mr. Pemberton	Mr. Godfrey	Mr. Pugh	Mr. Beal
Tuesday 18	Jackson	Leach	Beal	Pugh
Wednesday 19	Pemberton	Godfrey	Pugh	Leach
Thursday 20	Jackson	Leach	Beal	Godfrey
Friday 21	Pemberton	Godfrey	Pugh	King
Saturday 22	Jackson	Leach	Beal	Farmer

The Christmas Vacation will commence on Monday, the 24th day of December, 1900, and terminate on Saturday, the 5th day of January, 1901, both days inclusive.

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Dec. 18.—Messrs. H. E. Foster & Cranfield, the Lease and Goodwill of the business of a Job Master. Solicitor, Robt. Wilson, Esq., London. (See advertisement, this week, back page.)

Dec. 20.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2:

REVERSIONS:

To Thirty-three-sixty-fourth of a Trust Fund, value £5,521; lady aged 71. Solicitors, Messrs. Hammond & Richards, London.

To One-fourteenth of a Trust Fund in Colonial and Foreign Stock, value £150,000; lady aged 57. Solicitors, Messrs. Lumley & Lumley, London.

To One-fifth of £982. Also to Four-fifteenths of £133; lady aged 75. Solicitors, Messrs. Hawkins & Co., Hitchin.

To One-sixth of a Fund in Metropolitan Stock and Mortgages, value £5,373; lady aged 67. Solicitors, H. Mear, Esq., and G. J. Fowler, Esq., London.

To One-ninth of a Trust Fund, value £11,303 in Railway Stock, &c.; lady aged 64. Solicitors, Messrs. Knocker & Co., Sevenoaks.

To One-Sixth of Freeholds and Leaseholds producing £447 per annum; lady aged 61. Also to One-eighteenth, producing £490 per annum; lady aged 63. Solicitors, Messrs. Hawes, Wood, & Ware, London.

To Two One-eighths of Consols and Freeholds, value £4,036; lady aged 54, provided Reversioners aged 38 and 35 survive her, with Policy. Also a Policy for £900. Solicitor, W. H. Hargrave, Esq., London.

POLICY for £1,000. Solicitor, Messrs. King, Wigg, & Co., London.

SHARES in Royal Albert Hall. Solicitors, Messrs. Oldfield, Bartram, & Oldfield, London.

(See advertisements, this week, back page.)

RESULT OF SALE.

Messrs. C. C. & T. Moore held their last sale of the present year at the Auction Mart on Thursday last, and sold a variety of East End Investments, including property by order of the Executor of Mrs. Woolf, deceased: Freeholds in Wilkes-street, Spitalfields, £1,310; a Freehold House, in Heath-street, with a warehouse in Old Church-road, £710; two Freeholds in Stepney Causeway, £1,350; Five Leaseholds in Broomfield-street, Poplar, £980; a Freehold Ground Rent in the same district, of £11 per annum, £280; several Dwelling-houses in Bow were also sold. The total was £10 460.

Why Pay Rent?—A Mortgage Policy is offered by the Scottish Temperance Life Office over approved House Property, repayable by half yearly instalments, which may be less than the rent. A great feature is that in event of death, the house becomes entirely free for the family. Mortgage expenses borne by the Company. Full prospectuses, etc., at London Office, 96, Queen-street, Cheapside.—[Advt.]

Warning to intending House Purchasers and Lessees.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 25 years. Telegrams, "Sanitation," London.—[Advt.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 7.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

A. F. PERKINS & CO. LIMITED—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to Charles Frederic Cape, 35, Throgmorton st

BANKING SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 18, to send their names and addresses, and the particulars of their debts and claims, to Oscar Dalton, 10, Old Jewry chmbrs

CASH REGISTER SYNDICATE, LIMITED—Creditors are required, on or before Monday, Jan 14, to send their names and addresses, and the particulars of their debts or claims, to Alfred Steer, 14, Florian rd, Putney

G. J. MOULTON & CO, LIMITED—Creditors are required, on or before Saturday, Jan 12, to send their names and addresses, and the particulars of their debts or claims, to John Ernest Pritchard, 71, Colmore row, Birmingham

field & Blew, 74, Cheapside, solors for petners

HERBERT PRESTON & CO, LIMITED—By an order made by Wright, J., dated Nov 14, it was ordered that the voluntary winding up of the company be continued. Ward & Co, 85, Gracechurch st, solors for company

JOSEPH CUBY & SONS, LIMITED—Creditors are required, on or before Jan 25, to send their names and addresses, and the particulars of their debts or claims, to Andrew J. Morasso, Church st, Gibraltar. Travers & Co, 4, Throgmorton avenue, solors for liquidator

MOUNT CATHERINE GOLD MINING CO, LIMITED Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts and claims, to Henry Thomas, 60, Gracechurch st Free & Winckworth, 40, New Broad st, solors

(NEW) RAINHAM PORTLAND CEMENT CO, LIMITED—Creditors are required, on or before Jan 14, to send their names and addresses, and the particulars of their debts or claims, to William Philip Goosey, 337, Clapham rd. Duffield & Co, 40, New Broad st, solors to liquidator

RANDLE, PERCY, & CO, LIMITED—By an order made by Wright, J., dated Nov 14, it was ordered that the voluntary winding up of the company be continued. Ashurst & Co, 17, Throgmorton avenue, solors for petners

TALUNGA GOLD FIELDS DEVELOPMENT CO, LIMITED—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to Henry Thomas, 60, Gracechurch st. Free & Winckworth, 40, New Broad st, solors

WESTRALIA AND NEW ZEALAND GOLD EXPLORERS, LIMITED—Creditors are required, on or before Jan 16, to send in their names and adoresses, and the particulars of their debts or claims, to Gilbert Petter, 23, Queen Victoria st. Romer, 4, Copthall chmbrs, solor to liquidator

FRIENDLY SOCIETY DISSOLVED.

ST. PETER'S FRIENDLY SOCIETY, Hordd Dig House, Llanbedrgoch, Menai Bridge, Anglesey Nov 22

London Gazette.—TUESDAY, Dec. 11.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CARBON (NEW) SYNDICATE, LIMITED—Petn for winding up, presented Dec 3, directed to be heard Dec 19. Crump & Co, 6, Great George st, Westminster, for Archer & Co, Stockton on Tees, solors for petner Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 18

L. W. RAILWAY TRUST, LIMITED—Creditors are required, on or before Feb 12, to send their names and addresses, and the particulars of their debts and claims, to W. H. Robson, 2, Cowper ct, Cornhill

MATHIENA UNION, LIMITED—Petn for winding up, presented Dec 7, directed to be heard on Dec 19. Ingle & Co, Broad st House, New Broad st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon Dec 18

MELBOURNE BREWERY AND DISTILLERY, LIMITED—Petn for winding up, presented Dec 8, directed to be heard on Dec 19. Deacon & Co, 9, Great St Helen's, solors for petner Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 18

NUNEATON ELECTRIC CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to Henry Brock Harris, 1, New Bridge st, Nuneaton

ROBINS & CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 22, to send their names and addresses, and the particulars of their debts or claims, to Henry Brown, 13, Victoria st, Westminster

TOM TIT CYCLE CO, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts and claims, to Sidney Howard Bossell, Hatherton chmbrs, Old sq, Birmingham Everett & Hodgkinson, 124, Chancery lane, solors for liquidator

WEST NORWOOD FOOTBALL CLUB CO, LIMITED—Creditors are required, on or before Jan 15, to send their names and addresses, and particulars of their debts and claims, to Henry Bacon, 20, Bucklersbury

WILLIAM M. FITZHUGH, LIMITED—Creditors are required, on or before Jan 28, to send their names and addresses, and the particulars of their debts or claims, to Bento y Vieira, 8, Old Jewry. Harwood & Stephenson, 31, Lombard st, solors to liquidator

FRIENDLY SOCIETY DISSOLVED.

GARBETT PROVIDENT SOCIETY, Prince of Wales Inn, Garbett st, Birmingham. Nov 21

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 7.

RECEIVING ORDERS.

ALLEN, GEORGE, Birmingham, Fruit Salesman Birmingham Pet Dec 4 Ord Dec 4

AUSTERBERRY, JOHN HENRY, Ferrybridge, Yorks, Innkeeper Wakefield Pet Dec 5 Ord Dec 5

BAILEY, JAMES, and JOSEPH FIELDS CHAMBERS, Kingston upon Hull, Builders Kingston upon Hull Pet Dec 3 Ord Dec 3

BAKER, RICHARD, Leicester pl, Leicester sq, Licensed Victualler High Court Pet Dec 3 Ord Dec 3

BARNES, ARTHUR ALFRED, Reigate, Butcher Croydon Pet Nov 22 Ord Dec 4

BENBOW, WILLIAM CADWALLADER, Broseley, Salop, Boot Dealer Madeley Pet Nov 24 Ord Dec 5

BENNETT, JANE, and MARGARET BENNETT, Preston, Fancy Drapers Preston Pet Dec 5 Ord Dec 5

BLUMENTHAL, LOUIS, Liverpool, Wholesale Clothier Liverpool Pet Nov 21 Ord Dec 3

BOULTER, HARRY, Sheffield, Labourer Sheffield Pet Dec 5 Ord Dec 5

BOWE, ABRAHAM, Ambleside, Westmorland, Journeyman Saddler Kendal Pet Dec 5 Ord Dec 5

BROCKLEHURST, JOHN, Tideswell, Derby, Journeyman Plasterer Derby Pet Dec 4 Ord Dec 4

CAPLAN, HYMAN, Newcastle on Tyne, Watchmaker Newcastle on Tyne Pet Nov 22 Ord Dec 4

CARLISLE, CHARLES ALEXANDRE, Angel ct, Contractor High Court Pet Oct 17 Ord Dec 4

CHAMPION, WILLIAM WAYLAND, Reading High Court Pet Nov 29 Ord Dec 1

COMBES, JANE, Exeter, Lodging house Keeper Exeter Pet Dec 4 Ord Dec 4

CURTIS, WILLIAM, Bromley, House Agent Croydon Pet Dec 4 Ord Dec 4

DAY, JOSEPH, Slip End, nr Luton, Straw Hat Manufacturer Luton Pet Dec 3 Ord Dec 3

DICKEN, SAMUEL Sandbach, Chester, Grocer Macclesfield Pet Nov 16 Ord Dec 5

DICKINSON, WILLIAM, Seedley, Lancs, Coal Canvasser Salford Pet Nov 13 Ord Dec 5

DIMMOCK, ALFRED, and HARRY DIMMOCK, Toddington, Bedford, Farmers Luton Pet Nov 20 Ord Dec 4

DUNN, ARCHIBALD JOSEPH, Strand, Financial Agent High Court Pet Oct 25 Ord Nov 23

EVANS, JOHN, Wakefield, China Dealer Wakefield Pet Dec 4 Ord Dec 4

EVELEIGH, WILLIAM GEORGE, Penygraig, Glam, Collier Pontypridd Pet Dec 4 Ord Dec 4

FANSHAWE, EVELYN JOHN, Bedford Bedford Pet Nov 22 Ord Dec 5

FEATHERSTONE, WILLIAM ARTHUR, Melton Mowbray, Leicester, Grocer Leicester Pet Nov 13 Ord Dec 4

GRIFFITHS, EVAN, Hopkinstown, nr Pontypridd, Mason Pontypridd Pet Dec 3 Ord Dec 3

HEYNER, AUGUSTUS OTTO, Islington, Bookbinder High Court Pet Dec 5 Ord Dec 5

HINCKLY, HARRIET, Brynmawr, Brecons, General Dealer Tredegar Pet Dec 4 Ord Dec 4

HOLMES, JAMES, Norwood, Hairdresser High Court Pet Dec 4 Ord Dec 4

JONES, WILLIAM, and ANDREW FLEMING BANCROFT, Birkenhead, Builders Birkenhead Pet Dec 5 Ord Dec 5

KEMP, THOMAS, Gravesend, House Furnisher Rochester Pet Dec 3 Ord Dec 3

KIRK, JAMES, Chorley, Lancs, Journeyman Baker Bolton Pet Dec 5 Ord Dec 5

KIRKHAM (Male), Bournbrook, Birmingham, Farmer Birmingham Pet Nov 5 Ord Dec 4

LEWER, ALBERT EDWARD, Southwick, Builder Brighton Pet Nov 16 Ord Dec 4

LUMBY, JAMES, Southampton, Auctioneer Southampton Pet Dec 3 Ord Dec 3

MADDOX, JOSEPH RICHARD, Ledbury, Herts, Plumber Worcester Pet Dec 5 Ord Dec 5

MILLS, THOMAS, Brixton High Court Pet Nov 19 Ord Dec 5

MONK, HERBERT EDWARD, Hoxton, Tailor High Court Pet Dec 4 Ord Dec 4

MONTIN, ALBERT HENRY, Lower East Smithfield, Licensed Victualler High Court Pet Nov 19 Ord Dec 5

MORRIS BROS, Shoreditch, Builders' Contractors High Court Pet Sept 18 Ord Dec 5

MOSELY, BENJAMIN LEWIN, Regent st, Surgeon Dentist High Court Pet Nov 9 Ord Dec 5

NICHOLSON, JAMES, Leeds, Travelling Auctioneer Leeds Pet Dec 4 Ord Dec 4

PAGE, JOHN FRANCIS Stourport, Worcesters, Painter Kidderminster Pet Dec 5 Ord Dec 5

PANNIFER, GEORGE, Edenbridge, Kent Tunbridge Wells Pet Dec 3 Ord Dec 3

PARTRIDGE, WILLIAM, Birmingham, Builder Birmingham Pet Dec 4 Ord Dec 4

PERRY, WILLIAM ROBERT, Oddington, nr Stow on the Wold, Farmer Cheltenham Pet Dec 4 Ord Dec 4

PLATT, WILLIAM JAMES, Padiham, Lancs, Labourer Burnley Pet Dec 4 Ord Dec 4

POTTS, ELIZABETH, Gorleston, Norfolk Gt Yarmouth Pet Nov 14 Ord Dec 5

REECE, WILLIAM ROBERT Carlton hill, Licensed Appaiser High Court Pet Dec 3 Ord Dec 3

ROBERTS, EDWARD LEWIS, Little Overton, Flints, Coal Merchant Wrexham Pet Dec 4 Ord Dec 4

ROLFE, GEORGE COWLEY, Stoney Stretford, Bucks, Butcher Northampton Pet Dec 4 Ord Dec 4

ROSE, WILLIAM, Lowestoft, Coal Hawker Gt Yarmouth Pet Dec 4 Ord Dec 4

SCOTT, WILLIAM HARRISON and TOM FRANKISH, Kingston upon Hull, Builders Kingston upon Hull Pet Dec 5 Ord Dec 5

SEELEY, FREDERICK, Norwich Norwich Pet Dec 3 Ord Dec 3

SHILLINGFORD, WILLIAM, Reading, Mineral Water Manufacturer Reading Pet Dec 4 Ord Dec 4

TATTON, ALFRED, Preston, Draper Preston Pet Dec 5 Ord Dec 5

TILL & MOSS, Deptford, Meat Contractors High Court Pet Nov 28 Ord Dec 3

TUCKER, J, Calstock, Cornwall, Builder Plymouth Pet Nov 17 Ord Dec 3

VALE CORNELIUS RICHARD, Swansea, Accountant Swansea Pet Dec 5 Ord Dec 5

WATERS, ALFRED EDWARD, Landport, Hants, Butcher Portsmouth Pet Dec 3 Ord Dec 3

WHEELER, WILLIAM, Weymouth, Dorset, Journeyman Carpenter Dorchester Pet Dec 3 Ord Dec 3

WHITEHEAD, GEORGE, Long Eaton, Derbys, Auxiliary Postman Derby Pet Dec 4 Ord Dec 4

WILSON, CHARLES, Darlington, Beerhouse Keeper Stockton on Tees Pet Dec 4 Ord Dec 4

FIRST MEETINGS.

AUMONIER, FREDERIC, Hampstead, Paper Stainer Dec 18 at 11 Bankruptcy bldgs, Carey st

BAKER, RICHARD, Leicester pl, Leicester sq, Licensed Victualler Dec 21 at 12 Bankruptcy bldgs, Carey st

BALL, WILLIAM EDWARD, Beaconsfield, Bucks, Smith Dec 14 at 12 1, St Aldate's, Oxford

BARSTOW, HERBERT, Moorsbrook, nr Sheffield, Scale Cutter Dec 14 at 12 Off Rec, Pigtree la, Sheffield

BENTLEY, FREDERICK CLARENCE, Brighton, Fried Fish Dealer Dec 14 at 3 Off Rec, 4, Pavilion bldgs, Brighton

BLUNT, WILLIAM THOMAS, Leicester, General Agent Dec 14 at 12 Off Rec, 1, Berridge st Leicester

BROWNE, FRANK, Shanklin, I W, stockbroker Dec 17 at 10 30 Off Rec 19, Quay st, Newport, I W

BURROWS, SAMUEL, Ilkeston, Derbys, Saddler Dec 15 at 11 Off Rec, 47, Full st, Derby

CATLEY, WILLIAM HEWDEN, Leeds, Travelling Draper Dec 17 at 12 Off Rec, 22, Park row, Leeds

CHILD, A J, Maidenhead, Berks, Architect Dec 18 at 3 95, Temple chmbrs, Temple av

CHIVERTON, FRANK, Newport, I of W, Cooper Dec 17 at 11.15 Off Rec, 19, Quay st, Newport, I of W

CRUICKSHANK, JAMES ALEXANDER, Kirkwood rd, Haverstock Hill Dec 29 at 11 Bankruptcy bldgs, Carey st

DRAKIN, FREDERIC, East Arbour st, Solicitor Dec 18 at 2 30 Bankruptcy bldgs, Carey st

ELLIOTT, WILLIAM BIGNELL, Devonshire st, Portland pl, Licensed Victualler Dec 18 at 12 Bankruptcy bldgs, Carey st

EVANS, JOHN, Wakefield, Glass Dealer Dec 14 at 11 Off Rec, 6, Bond ter, Wakefield

EVANS, JOHN, Swansea, Steel Smelter Dec 14 at 2.45 Off Rec, 31, Alexandra rd, Swansea

FRIEDER, LEWIS, and WOLF FRIEDER, Leeds, Boot Manufacturers Dec 17 at 11 Off Rec, 22, Park row, Leeds

GIDNEY, ROBERT, Norwich, Confectioner Dec 15 at 12 Off Rec, 8, King st, Norwich

GRAY, FRANCIS JOSEPH, Farnham, Surrey, Butcher Dec 18 at 12 Off Rec, 24, Railway app, London Bridge

GRIFFITHS, EVAN, Hopkinstown, nr Pontypridd, Mason Dec 14 at 3 135, High st, Merthyr Tydfil

HAYTER, GEORGE FREDERICK, Freemantle, Southampton, Grocer Dec 14 at 2.30 Off Rec, 172, High st, Southampton

HOLMES, CYRIL LEE, Copthall ct, Stockbroker Dec 18 at 11 Bankruptcy bldgs, Carey st

HUMPHREY, FRANK, Eastbourne, Grocer Dec 14 at 2.30 Off Rec, 24, Railway app, London Bridge

JONES, EDWARD PHIPPS, Aldershot, Hants Dec 17 at 11.30 24, Railway app, London Bridge

KEMP, THOMAS, Gravesend, House Furnisher Dec 17 at 11.30 115, High st, Rochester

LUMBY, JAMES, Southampton, Auctioneer Dec 17 at 2.45 Off Rec 172, High st, Southampton

MCCORRY, JOHN GEORGE, Bedford, Commercial Traveller Dec 18 at 10.15 C B Halliley, Mill st, Bedford, Solicitor

MARSH, PATRICK WILLIAM, Middlesborough, Licensed Victualler Dec 20 at 3 Off Rec, 8, Albert rd, Middlesborough

MUCKLESTON, THOMAS, Toddington, Bedford, Builder Dec 17 at 3 Chamber of Commerce bldgs, 53, George st, Luton

NIXON, JOHN WILLIAM, Darlington, Brickyard Labourer Dec 19 at 3 Off Rec, 8, Albert rd, Middlesborough

PHILIPP, OSCAR, New Broad st Dec 19 at 2.30 Bankruptcy bldgs, Carey st

ROSE, WILLIAM, Lowestoft, Coal Hawker Dec 15 at 12 30 Off Rec, 8, King st, Norwich

SAVAGE, GEORGE ALFRED, Norwood Green, Southall, Merchant Dec 14 at 3 Bankruptcy bldgs, Carey st

SLATER, JEREMIAH, Kingston upon Hull, Tailor Dec 14 at 11 Off Rec, Trinity House la, Hull

SPAULL, WILLIAM FOYSON, Beccles, Suffolk, Draper Dec 17 at 3 Off Rec, 8, King st, Norwich

SWEET, HENRY T D, Upper Norwood Dec 20 at 12 Bankruptcy bldgs, Carey st

TABBIT, WILLIAM, Choppington, Northumberland, Market Gardener Dec 14 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

TAYLOR, ISAAC REUBEN, Millbrook, Southampton, Builder Dec 14 at 3 Off Rec, 172, High st, Southampton

THIRKELL, JAMES, Darlington, Hairdresser Dec 19 at 3 Off Rec, 8, Albert rd, Middlesborough

WEBB FREDERICK CHARLES, Shoeburyness, Essex, Draper Dec 14 at 12 95, Temple chmbrs, Temple av

WHITE, ALFRED GEORGE, Queen Victoria st, Civil Engineer Dec 17 at 12 Bankruptcy bldgs, Carey st

WHITTLE, WALTER, Yeovil, Confectioner Dec 14 at 1 Off Rec, Endless st, Salisbury

WILKS, WILLIAM SLATER, Putney, Traveller Dec 19 at 11 Bankruptcy bldgs, Carey st

WILLIS, EDGAR ALBERT, and ALFRED ALEXANDER WILLIS, Scarborough, Landscape Photographers Dec 14 at 11.30 74, Newborough, Scarborough

ADJUDICATIONS.

ALLEN, GEORGE, Birmingham, Fruit Salesman Birmingham Pet Dec 4 Ord Dec 4

AUSTERBERRY, JOHN HENRY, Ferrybridge, Yorks, Innkeeper Wakefield Pet Dec 5 Ord Dec 5

BAILEY, JAMES, and JOSEPH FIELD CHAMBERS, Kingston upon Hull, Builders Kingston upon Hull Pet Dec 3 Ord Dec 3

BENNETT, JANE, and MARGARET BENNETT, Preston, Fancy Drapers Preston Pet Dec 5 Ord Dec 5

BLACKBURN, MABEL, Waterloo, Lancs Hotel Proprietress Liverpool Pet Oct 22 Ord Dec 5

BOULTER, HARRY, Sheffield, Labourer Sheffield Pet Dec 5 Ord Dec 5

BOWN, ABRAHAM, Ambleside, Westmoreland, Journeyman Saddler Kendal Pet Dec 5 Ord Dec 5

BROCKLEHURST, JOHN, Tideswell, Derbys, Journeyman Plasterer Derby Pet Dec 4 Ord Dec 4

CLARK, HENRY GEORGE, Upper Clapton, Fancy Goods Manufacturer High Court Pet Nov 27 Ord Dec 3

COMBES, JANE, Exeter, Lodging House Keeper Exeter Pet Dec 4 Ord Dec 4

EVANS, JOHN, Wakefield, Glass Dealer Wakefield Pet Dec 4 Ord Dec 4

EVELEIGH, WILLIAM GEORGE, Penygraig, Glam, Collier Pet Dec 4 Ord Dec 4

GRIFFITHS, EVAN, Hopkinstown, nr Pontypridd, Mason Pontypridd Pet Dec 3 Ord Dec 3

HINCKLY, HARRIET, Brynmawr, Breconshire, General Dealer Tredegar Pet Dec 4 Ord Dec 4

JONES, WILLIAM, and ANDREW FLEMING BANCROFT, Birkenhead, Builders Birkenhead Pet Dec 5 Ord Dec 5

KEMP, THOMAS, Gravesend, Kent, House Furnisher Rochester Pet Dec 3 Ord Dec 3

KIRK, JAMES, Chorley, Lancs, Journeyman Baker Bolton Pet Dec 5 Ord Dec 5

LAMPLOUGH, FREDERICK, St Marylebone, Consulting Chemist High Court Pet Nov 8 Ord Dec 3

LUMBY, JAMES, Southampton, Auctioneer Southampton Pet Dec 3 Ord Dec 5

MCWHINNIE, MILLICENT, Stone, Staffs, Painter Stafford Pet Nov 20 Ord Dec 4

MADDOX, JOSEPH RICHARDS, Ledbury, Herefords, Plumber Worcester Pet Dec 5 Ord Dec 5

MOLYNEUX, MARY JANE, Blackpool, Jeweller Preston Pet Nov 10 Ord Dec 4

MONK, HERBERT EDWARD, Hoxton, Tailor High Court Pet Dec 4 Ord Dec 4

NICHOLSON, JAMES, Leeds, Travelling Auctioneer Leeds Pet Dec 4 Ord Dec 4

OUTRAM, OSMOND ALFRED, St Martin's la, Licensed Victualler High Court Pet Nov 5 Ord Dec 5

PAGE, JOHN FRANCIS, Stourport, Worcester, Painter Kidderminster Pet Dec 5 Ord Dec 5

PAGE, WILLIAM HENRY, Newington Butts, Trunk Manufacturer High Court Pet Oct 15 Ord Dec 5

PANNIFER, GEORGE, Edenbridge, Kent Tunbridge Wells Pet Dec 3 Ord Dec 3

PERCY, WILLIAM WYNDHAM, Hampton Hill Kingston, Surrey Pet Aug 27 Ord Dec 4

PERRY, WILLIAM ROBERT, Oddington, Glos, Farmer Cheltenham Pet Dec 4 Ord Dec 4

PHILIPP, OSCAR, New Broad st High Court Pet Nov 2 Ord Dec 5

PLATT, WILLIAM JAMES, Padiham, Lancs, Labourer Burnley Pet Dec 4 Ord Dec 4

REECE, WILLIAM ROBERT, Carlton hill, Licensed Appraiser High Court Pet Dec 3 Ord Dec 3

ROBERTS, EDWARD LEWIS, Little Overton, Flints, Coal Merchant Wrexham Pet Dec 4 Ord Dec 4

ROLFE, GEORGE COWLEY, Stoney Stratford, Bucks, Butcher Northampton Pet Dec 4 Ord Dec 4

ROSE, WILLIAM, Lowestoft, General Carter Gt Yarmouth Pet Dec 4 Ord Dec 4

SCOTT, WILLIAM HARRISON and TOM FRANKISH, Kingston upon Hull, Builders Kingston upon Hull Pet Dec 5 Ord Dec 5

SEELEY, FREDERICK, Norwich Norwich Pet Dec 3 Ord Dec 3

SHILLINGFORD, WILLIAM, Reading, Mineral Water Manufacturer Reading Pet Dec 4 Ord Dec 4

TATE, ARTHUR L, Sutton, Surrey Physician Croydon Pet Nov 28 Ord Dec 4

TATTON, ALFRED, Preston, Draper Preston Pet Dec 5 Ord Dec 5

VALE, CORNELIUS RICHARD, Swansea, Accountant Swansea Pet Dec 5 Ord Dec 5

WATERS, ALFRED EDWARD, Landport, Hants, Butcher Portsmouth Pet Dec 3 Ord Dec 3

WHEELER, WILLIAM, Weymouth, Journeyman Carpenter Dorchester Pet Dec 3 Ord Dec 3

WHITEHEAD, GEORGE, Long Eaton, Derby, Auxiliary Postman Derby Pet Dec 4 Ord Dec 4

WILSON, CHARLES, Darlington, Beerhouse Keeper Stockton on Tees Pet Dec 4 Ord Dec 4

WINTER, WILLIAM, Caterham Valley, Surrey, Coal Merchant Croydon Pet Nov 28 Ord Dec 4

WOODCRAFT, ERNEST, Langford Mills, Beds, Miller Bedford Pet Oct 26 Ord Dec 4

ADJUDICATION ANNULLED, RECEIVING ORDER RESCINDED, AND PETITION DISMISSED.

GOOCH, WALTER, Maida Vale High Court Pet April 16 1898 Rec Ord June 17, 1898 Adjud July 2, 1898 Resc, Annul, and Dismiss Dec 1, 1900

London Gazette.—TUESDAY, Dec 11.

RECEIVING ORDERS.

ADAMS, WILLIAM LEES, Handsworth, Cycle Pedal Manufacturer Birmingham Pet Dec 7 Ord Dec 7

ALLEN, GEORGE HARRY, Leicester Leicester Pet Dec 6 Ord Dec 6

BASS, ROBERT, Birmingham, Grocer Birmingham Pet Dec 7 Ord Dec 7

BEATTIE, JOHN ROBERT, Leeds, Newsagent Leeds Pet Dec 7 Ord Dec 7

BRIGGS, DAVID, Denholme, nr Halifax, Brush Manufacturer Halifax Pet Dec 5 Ord Dec 5

BRITTLE, HENRY, Newport, Mon, Picture Frame Manufacturer Newport, Mon Pet Dec 8 Ord Dec 8

BYRNE, FREDERICK JOSEPH, Cardiff, Merchant Cardiff Pet Dec 7 Ord Dec 7

CHARLES, GEORGE WILLIAM, Exeter, Cycle Agent Exeter Pet Dec 7 Ord Dec 7

CLAYTON, SIMEON, Ulverston, Lancs, Labourer Barrow in Furness Pet Dec 7 Ord Dec 7

CRABTREE, EDGAR ONESIMUS, Bedford, Hatter Bedford Pet Dec 8 Ord Dec 8

DINNING, WILLIAM, Southwick, Durham, Builder Sunderland Pet Dec 6 Ord Dec 6

FIELDING, JAMES WOODHEAD, Leeds, Tailor Leeds Pet Nov 21 Ord Dec 7

FRANKLIN, WILLIAM VEASEY, Finsbury sq, Wine Merchant High Court Pet Nov 15 Ord Dec 7

FROST, JOHN ENDICOTT, Devonport, Journeyman Butcher Plymouth Pet Dec 7 Ord Dec 7

HAASE, SIDNEY, Camden Town, Leather Dealer High Court Pet Nov 15 Ord Dec 7

HARRIS, HENRY, Cheltenham, Upholsterer Cheltenham Pet Dec 7 Ord Dec 7

HART, RICHARD, Preston, Bricksetter Preston Pet Dec 8 Ord Dec 8

HILLIER, AARON, Nunney, Somerset Frome Pet Dec 7 Ord Dec 7

HISTED, HARRY, Ramsgate, Kent, Licensed Victualler Canterbury Pet Nov 20 Ord Dec 6

HOWARD, ARTHUR ABRAHAM, Weston super Mare, House Furnisher Bridgwater Pet Dec 6 Ord Dec 6

JOHNSON, GEORGE, Shadwell, Ice Merchant High Court Pet Nov 14 Ord Dec 7

JOWETT, DANIEL, Whitby Stockton on Tees Pet Dec 6 Ord Dec 6

LEARY, JOHN HENRY, Liverpool Liverpool Pet Dec 6 Ord Dec 6

MADDIN, JAMES, Balham, Merchant Wandsworth Pet Oct 27 Ord Dec 6

MORBY, EBENEZER JOHN, CHARLES WILLIAM MORBY, and FREDERICK MORBY, Brighton, Cabinet Makers Brighton Pet Dec 6 Ord Dec 7

MORRIS, WILLIAM, Ottery St Mary, Devon, Coal Merchant Exeter Pet Dec 7 Ord Dec 7

NEWLIN, JAMES, Romford, Essex, Builder Chelmsford Pet Dec 7 Ord Dec 7

CREASEY, HARRY JACKSON, Leicester, Plumber Leicester Pet Dec 6 Ord Dec 6

SAUNDERS, WILLIAM HENRY, Poulton cum Seacombe, Cheshire, Baker Birkenhead Pet Dec 6 Ord Dec 6

SEALES, JOSEPH, Sandiacre, Derbys, Coal Dealer Derby Pet Dec 6 Ord Dec 6

SENIOR, EDWARD, Bradford, Earthenware Merchant Bradford Pet Dec 5 Ord Dec 5

SERJEANT, FRANCIS GEORGE, Brompton rd, Grocer High Court Pet Dec 8 Ord Dec 8

SHIPP, WILLIAM ALFRED, Bristol, Builder Bristol Pet Nov 28 Ord Dec 8

SHORE, JOHN, Rochdale, Woolstapler Rochdale Pet Nov 29 Ord Dec 8

SIVERN, ELLEN, Wednesbury, Staffs, Brass Founder Walsall Pet Nov 20 Ord Dec 4

SMITH, WILLIAM HENRY, Buttershaw, Bradford, Grocer Bradford Pet Dec 6 Ord Dec 6

SMITH, WILLIAM LIDNEY, Enfield, Lace Manufacturer Edmonton Ord Nov 19

STOCKLEY, THOMAS EDWARD, Gutter lane, Cheapside, Manufacturers' Agent High Court Pet Nov 17 Ord Dec 6

STREET, ELIZA, Redditch, Worcester, Grocer Birmingham Pet Dec 6 Ord Dec 6

SUDDEN, HENRY, Ashley, nr Lymington, Builder Southampton Pet Dec 6 Ord Dec 6

WAGSTAFF, J, Sermondsey, Butcher High Court Pet Nov 10 Ord Dec 6

WALDON, ROBERT, Fincham, Norfolk, Carrier King's Lynn Pet Dec 6 Ord Dec 6

WALLIS, A T, Fulham, Builder High Court Pet Nov 13 Ord Dec 6

WALTON, AMBROSE, Marple, Cheshire, Analytical Chemist Stockport Pet Dec 5 Ord Dec 8

WHITE, J W, East Sheen, Surrey, Builder Wandsworth Pet Sept 28 Ord Dec 6

WHITEHEAD, HENRY, Kingston upon Hull, Brick Manufacturer Kingston upon Hull Pet Dec 8 Ord Dec 8

WILLEY, HENRY, South Wigston, Leicester Leicester Pet Dec 6 Ord Dec 6

WORSLEY, JENNIE, Manchester High Court Pet Oct 8 Ord Nov 15

FIRST MEETINGS.

ALLEN, GEORGE HARRY, Leicester Dec 18 at 12.30 Off Rec, 1, Berridge st, Leicester

AUSTERBERRY, JOHN HENRY, Ferrybridge, Yorks, Innkeeper Dec 19 at 11 Off Rec, 6, Bond ter, Wakefield

BAILEY, WILLIAM, Burnley, Lancs, Weaver Dec 21 at 12.45 Exchange Hotel, Nicholas st, Burnley

BEATTIE, JOHN ROBERT, Leeds, Newsagent Dec 19 at 12 Off Rec, 22, Park row, Leeds

BENBOW, WILLIAM CADWALLADER, Broseley, Salop, Rent Dealer Jan 2 at 1.30 County Court Office, Madeley

BENSON, FREDERICK, Bedford, Corn Factor Dec 18 at 10.15 Halliley, Mill st, Bedford

BLAKEY, WILLIAM, Burnley, Lancs, Fish Dealer Dec 21 at 12.15 Exchange Hotel, Nicholas st, Burnley

BOULTER, HARRY, Sheffield, Labourer Dec 18 at 3.30 Off Rec, Figtree ln, Sheffield

BRIGGS, DAVID, Denholme, nr Halifax, Brush Manufacturer Dec 18 at 3 Off Rec, Townhall chmbrs, Halifax

BROCKLEHURST, JOHN, Tideswell, Derby, Journeyman Plasterer Dec 18 at 12.30 Off Rec, 47, Full st, Derby

BROWNLOW, W H, Sheffield, Builder Dec 18 at 4 Off Rec, Figtree ln, Sheffield

BURROWS, JAMES, Birmingham, Tea Merchant Dec 20 at 12 174, Corporation st, Birmingham

CAPLAN, HYMAN, Newcastle on Tyne, Watchmaker Dec 18 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

CARLISLE, CHARLES ALEXANDER, Angel ct, Contractor Dec 20 at 12 Bankruptcy bldgs, Carey st

CHAMPION, WILLIAM WAYLAND, Reading Dec 21 at 2.30 Bankruptcy bldgs, Carey st

CRITTY, EDWARD JOHN, Beckenham Dec 18 at 12.30 24, Railway app, London Bridge

COMBES, JANE, Exeter, Lodging house Keeper Dec 20 at 10.30 Off Rec, 13, Bedford circ, Exeter

COOK, FREDERICK HERBERT, Poole, Dorset, Wholesale Confectioner Dec 18 at 12.30 Off Rec, Endless st, Salisbury

CREASEY, HARRY JACKSON, Leicester, Plumber Dec 18 at 3 Off Rec, 1, Berridge st, Leicester

CURTIS, WILLIAM, Bromley, Kent, House Agent Dec 20 at 12 24, Railway app, London Bridge

DAVIS, LEWIS, Birmingham, General Dealer Dec 21 at 11 174, Corporation st, Birmingham

DICKEN, SAMUEL, Sandbach, Cheshire, Grocer Dec 18 at 10.45 Off Rec, 23, King Edward st, Macclesfield

DICKINSON, WILLIAM, Peel Green, Eccles, Lancs, Coal Canvasser Dec 19 at 3 Off Rec, Byrom st, Manchester

DRAKE, HERBERT, Warwick, Baker Dec 18 at 12 Off Rec, 17, Hertford st, Coventry

DUNKLEY, JOSEPH HOWARD, Birmingham, Clothier Dec 20 at 11 174, Corporation st Birmingham

EDWARDS, EDWARD, Gwersyllt, nr Wrexham, Publican Dec 18 at 11.15 The Priory, Wrexham

GOULSON, JOSEPH, and WALTER GOULSON, Grantham, Greengrocers Dec 18 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

GULLEY, ERNEST J M, Clapham Dec 19 at 2.30 24, Railway app, London Bridge

HARRIS, HENRY, Cheltenham, Upholsterer Dec 20 at 3.45 County Court bldgs, Cheltenham

HEYNER, AUGUSTUS OTTO, Islington, Bookbinder Dec 18 at 2.30 Bankruptcy bldgs, Carey st

HOLMES, JAMES, Gipsy hill, Norwood, Hairdresser Dec 19 at 12 Bankruptcy bldgs, Carey st

HOLMES, JOHN, Birmingham Dec 18 at 11 174, Corporation st, Birmingham

JONES, DAVID, Llangerniew, Denbigh, Farmer Dec 19 at 12.15 King's Head Hotel, Llangwst

JONES, WILLIAM, Old Kent rd Dec 18 at 12 Bankruptcy bldgs, Carey st

KIRK, JAMES, Chorley, Lancs, Journeyman Baker Dec 19 at 3 Off Rec, Exchange st, Bolton

LEWER, ALBERT EDWARD, Southwick, Sussex, Builder Dec 19 at 3 Off Rec, Pavilion bldgs, Brighton

LIDZEY, HORACE and JOHN EVANS, Birmingham, Builders Dec 21 at 12 174, Corporation st, Birmingham

MADDOX, JOSEPH RICHARD, Ledbury, Hereford, Plumber Dec 19 at 11.30 45, Copenhagen st, Worcester

MILLS, THOMAS, Brixton Dec 19 at 11 Bankruptcy bldgs, Carey st

MONK, HERBERT EDWARD, Hoxton, Tailor Dec 19 at 2.30 Bankruptcy bldgs, Carey st

MORRIS, BROS, Great Eastern st, Shoreditch, Builders' Contractors Dec 19 at 2.30 Off Rec, Bankruptcy bldgs, Carey st

MORRIS, WILLIAM, Ottery St Mary, Devon, Coal Merchant Dec 20 at 10.30 13, Bedford circ, Exeter

NELSON, FRANK, Ecclesfield, Yorks, Builder Dec 18 at 3 Off Rec, Figtree lane, Sheffield

NICHOLSON, JAMES, Leeds, Travelling Auctioneer Dec 19 at 11 Off Rec, 22, Park row, Leeds

PANNIFER, GEORGE, Edenbridge, Kent Dec 20 at 12.30 24, Railway app, London Bridge

PEARSON, JAMES ALLEN, Matley, Cheshire, Farmer Dec 19 at 2.30 Off Rec, Byrom st, Manchester

PERRY, WILLIAM ROBERT, Oddington, Glos, Farmer Dec 20 at 3 County Court bldgs, Cheltenham

ROBERTS, EDWARD LEWIS, Little Overton, Flints, Coal Merchant Dec 18 at 11.30 The Priory, Wrexham

SANDERS, JOHN, Liskeard, Cornwall, Market Gardener Dec 19 at 10.30 6, Athenæum terr, Plymouth

SEALES, JOSEPH, Sandiacre, Derby, Coal Dealer Dec 18 at 12 Off Rec, 47, Full st, Derby

SEELEY, FREDERICK, Norwich Dec 18 at 3 Off Rec, 8, King st, Norwich

SENIOR, EDWARD, Bradford, Earthenware Merchant Dec 20 at 11 Off Rec, 31, Manor row, Bradford

SIXTON, WILLIAM, Sowerby, York, Builder Dec 21 at 12.30 Black Bull Hotel, Ripon

SMITH, WILLIAM HENRY, Bradford, Grocer Dec 20 at 12 Off Rec, 31, Manor row, Bradford

SUDDEN, HENRY, Ashley, nr Lymington, Builder Dec 21 at 3.15 Off Rec, 172, High st, Southampton

TATE, ARTHUR L, Sutton, Surrey, Physician Dec 20 at 11.30 24, Railway app, London Bridge

TILL & MOSS, Deptford, Butchers Dec 20 at 11 Bankruptcy bldgs, Carey st

TUCKER, J, Hingston Downs, Cornwall, Builder Dec 19 at 11 6, Athenæum ter, Plymouth

WATERS, ALFRED EDWARD, Landport, Hants, Butcher Dec 18 at 3 Off Rec, Cambridge junc, High st Portsmouth

WEBSTER, GEORGE BEARSLEY, Birmingham. Builder Dec 19 at 11 174, Corporation st, Birmingham
WHITEHEAD, GEORGE, Long Eaton, Derbys Dec 18 at 11.30 Off Rec, 47, Full st, Derby
WILSON, CHARLES, Darlington, Beerhouse keeper Dec 19 at 3 Off Rec, c, Albert rd, Middlesborough

Amended notice substituted for that published in the London Gazette of Dec 7:

MUCKLESTON, THOMAS, Toddington, Bedford, Builder Dec 17 at 3 Chamber of Commerce bldgs, 53, George st, Luton

ADJUDICATIONS.

ALLEN, GEORGE HARRY, Leicester Leicester Pet Dec 6 Ord Dec 6
AMBROSE, CHARLES, Birkdale, Lancs, Joiner Liverpool Pet Nov 8 Ord Dec 6
ASTON, HERBERT HENRY, Middlesborough, Brush Manufacturer Middlesborough Pet Nov 16 Ord Dec 6
BRATTIE, JOHN ROBERT, Leeds, Newsagent Leeds Pet Dec 7 Ord Dec 7
BRIGGS, DAVID, Denholme, nr Halifax, Brush Manufacturer Halifax Pet Dec 5 Ord Dec 5
BRITTLE, HENRY, Newport, Mon, Frame Manufacturer Newport, Mon Pet Dec 8 Ord Dec 8
CATLEY, WILLIAM HEWDEY, Leeds, Travelling Draper Leeds Pet Nov 6 Ord Dec 5
CHARLES, GEORGE WILLIAM, Exeter, Cycle Agent Exeter Pet Dec 7 Ord Dec 7
CLAYTON, SIMEON, Ulverston, Labourer Barrow in Furness Pet Dec 7 Ord Dec 8
CRESSEY, HARRY JACKSON, Leicester, Plumber Leicester Pet Dec 6 Ord Dec 6
CUFFLIN, JAMES BRADSHAW, Wigston Magna, Leicesters, Cycle Mechanic Leicester Pet Nov 23 Ord Dec 5
DAVIS, LEWIS, Birmingham, General Draper Birmingham Pet Nov 14 Ord Dec 7
DICKEN, SAMUEL, Sandbach, Chester, Grocer Macclesfield Pet Nov 16 Ord Dec 8
DICKINSON, WILLIAM, Peel Green, Eccles, Lancs, Coal Canvasser Salford Pet Nov 13 Ord Dec 6
DINNING, WILLIAM, Southwick, Durham, Builder Sunderland Pet Dec 6 Ord Dec 6
FROST, JOHN ENDICOTT, Devonport, Journeyman Butcher Plymouth Pet Dec 7 Ord Dec 7
HARRIS, HENRY, Cheltenham, Upholsterer Cheltenham Pet Dec 7 Ord Dec 7
HART, RICHARD, Preston, Bricksetter Preston Pet Dec 8 Ord Dec 8
HILLIER AARON, Nunney, Somerset Frome Pet Dec 7 Ord Dec 7
HOWARD, ARTHUR ABRAHAM, Weston super Mare, House Furnisher Bridgwater Pet Dec 6 Ord Dec 6
JOWETT, DANIEL, Whitby Stockton on Tees Pet Dec 6 Ord Dec 6
KARMEL, MORDANT, Nottingham Nottingham Ord Dec 6
LEARY, JOHN HENRY, Liverpool Liverpool Pet Dec 6 Ord Dec 6
LEVI, ERNEST, and PHILIP ABRAHAMS, Redcross st, Warehousemen High Court Pet Nov 7 Ord Dec 8
LEILSOM, CHRISTIAN LUDWIG ENGOLF, Brixton, Commercial Traveller High Court Pet Aug 30 Ord Dec 5
MOREY, EBENEZER JOHN, CHARLES WILLIAM MOOREY, and FREDERICK MOOREY, Brighton, Cabinet Makers Brighton Pet Dec 6 Ord Dec 7
MORRIS, WILLIAM, Ottery St Mary, Devon, Coal Merchant Exeter Pet Dec 7 Ord Dec 7
MOSELEY, HARRY BENJAMIN, Hastings, Dentist's Assistant Hastings Pet Nov 23 Ord Nov 29
NEWLIN, JAMES, Romford, Essex, Builder Chelmsford Pet Dec 7 Ord Dec 7
PARTRIDGE, WILLIAM, Birmingham, Builder Birmingham Pet Dec 4 Ord Dec 7
RICHARDS, JOHN H, Aberavon, Baker Neath and Aberavon Pet Nov 8 Ord Dec 7
SEALES, JOSEPH, Borrowash, Derbys, Coal Dealer Derby Pet Dec 6 Ord Dec 6
SENIOR, EDWARD, Bradford, Earthenware Merchant Bradford Pet Dec 5 Ord Dec 5
SERJEANT, FRANCIS GEORGE, Brompton rd, Grocer High Court Pet Dec 8 Ord Dec 8
SMITH, WILLIAM HENRY, Buttershaw, Bradford, Grocer Bradford Pet Dec 6 Ord Dec 6
SNUDDEN, HENRY, Ashley, nr Lymington, Builder Southampton Pet Dec 6 Ord Dec 6
SWEET, HENRY THEODORE DEMPSTER, Clement's In High Court Pet Nov 8 Ord Dec 8
TUCKER, J. Hingston Downs, Cornwall, Builder Plymouth Pet Nov 17 Ord Dec 8
VAUX, RICHARD, Earlswood, Warwick, Builder Birmingham Pet Nov 19 Ord Dec 6
WALDON, ROBERT, Fincham, Norfolk, Carrier King's Lynn Pet Dec 6 Ord Dec 6
WHITEHEAD, HENRY, Kingston on Hull, Brick Manufacturer Kingston on Hull Pet Dec 8 Ord Dec 8
WILLEY, HENRY, South Wigston, Leicester Leicester Pet Dec 8 Ord Dec 8

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